

CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

-----  
IN EQUITY  
-----

No. 677

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON.

-----  
FINAL DECREE.

*Apr. 13. 1898*

*Rehman J*

This case came on to be further heard at this October term A. D. 1897 and the parties having agreed to waive an accounting before a Master of this court, and having further agreed that the damages which the complainant has sustained by the infringement complained of may be assessed at \$15:

Now upon consideration thereof, it is ordered, adjudged and decreed that the complainant recover of respondent and that the respondent pay to complainant damages assessed at \$15, and in addition thereto the costs of suit taxed at \$290.68.

*By the Court:*  
*Briggs Bradley*  
*Deputy Clerk*

See 677

674

No. 677 Equity No. 674

Safe-guard Account B

or

Edward T. Wellington

Final Deceit:

Mr. Clerk Suits

within, the case

Appeal 13 W. 1000  
1898 Green Point

We do not object to  
the form of the  
return decreed.

E. T. J. J.

Edward T. J. Wellington

Safe-guard Account B

Green, as amended.

May 10<sup>th</sup> 1898. Charles W. J. J. J.

Green, as amended.

CIRCUIT COURT OF THE UNITED STATES,

District of Massachusetts.

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IN EQUITY.  
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No. 677.

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON.

-----  
COMPLAINANT'S COSTS.

Entry Bill		\$4.00
Serving subpoena,		3.12
Travel 5 terms at	2.64	13.20
Att. " " "	.33	1.65
Tr. 3 Rules " "	2.64	7.92
Att. " " "	.33	.99
		<u>23.76</u>
Copy answer		1.50
Attorney fee		
In cause	20.00	
On 11 depts. at 2.50	<u>27.50</u>	47.50
Printing record		92.50
Clerk's fees directing record,		18.00
Printing brief (20 pages)		35.00
Witness fees		11.60

	days	Miles
John W. Horne	1	
Chas. F. Brown	1	26
Jos. H. Workman	1	
Fred'k. W. Monahan	1	
Chas. Workman	1	
Chas. F. Brown	1	26
	<u>6</u>	<u>.52</u>
	1.50	.05
	<u>9.00</u>	<u>\$2.60</u>
		9.00
		<u>\$11.60</u>

236.98



Examiner's fees:

18

234.98

30.70

Clerk's fees

Filing

4.00

Docket entry

3.00

Docket fee

3.00

Record

6.00

16.00

16.00

Injunction

1.00

Copy opinion

6.00

290.68



No. 677 Equity Docket.

SAFEGUARD ACCOUNT COMPANY  
v.  
EDWARD F. WELLINGTON.

COMPLAINANT'S COSTS.

# Circuit Court of the United States,

District of Mass., *October* Term, 1891

## IN EQUITY.

*Safeguard Account Company* Complainant

*Edward A. Harrington* Defendant

## DECREE

FOR PERPETUAL INJUNCTION AND FOR REFERENCE TO A MASTER.

This cause came on to be heard at this *October* Term, upon the pleadings and proofs, and was argued by counsel for the respective parties: *George O. G. Cook, Esq.* for the Complainant and *Robert H. Hardie, Esq.* for the Defendant; and now upon consideration thereof, to wit: *Feb. 8/1898*. It is ORDERED, ADJUDGED AND DECREED, as follows, viz., that the Letters Patent referred to in the complainant's bill, being Letters Patent of the United States, granted unto *John H. Horne, No. 393,506*

dated *November 27/1888* is a good and valid patent; and that the said *John H. Horne* was the original and first inventor of the improvement described and claimed therein; and that the said defendant has infringed the said patent, and upon the exclusive rights of the complainant under the same.

And it is further ORDERED, ADJUDGED AND DECREED, that the complainant recover of the defendant the profits which he has received or made, or which have accrued to him from said infringement by the manufacture, use or sale of the improvement described and secured by said Letters Patent, at any and all times since the *2d day of February 1891* and, in addition thereto, the damage which the complainant has sustained thereby.

And it is further ORDERED, ADJUDGED AND DECREED, that it be referred to *Richard M. Salenstall* a master of this Court, to take and report to the Court an account of the profits which the said defendant has received, or which have arisen or accrued to him from the infringement of the patented invention by unlawfully making, using or vending the same as alleged in the bill, and to ascertain and report the damages, if any, in addition to the profits, which the complainant has sustained thereby since the *second* day of *February* A. D. 1891.

*And it is further ordered, adjudged and decreed that the second numbered Letters Patent referred to in the complainant's bill being Letters Patent granted to John H. Horne, No. 393,507 dated Nov. 27/1888 is void.*

And it is further ORDERED, ADJUDGED AND DECREED, that a perpetual injunction be issued against the defendant according to the prayer of the bill.

*but limited to the Letters Patent No. 393,506*

And it is further ORDERED, ADJUDGED AND DECREED, that the complainant recover of the defendant ~~the~~ costs of suit. *all questions as to*

By the Court,

*Benjamin Bradlee, Deputy Clerk.*



677  
Safeguard Account Co  
v. F. Wellington  
Edward F. Wellington

Mr. Clerk  
Enter the  
within three  
months  
without  
account for  
Feb 8/89



CIRCUIT COURT OF THE UNITED STATES,

District of Massachusetts.

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IN EQUITY.  
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No. 677.

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON.

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COMPLAINANT'S COSTS.

Entry Bill			\$4.00
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Travel 5 terms at	2.64	13.20	
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Tr. 3 Rules "	2.64	7.92	
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Copy answer			1.50
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In cause		20.00	
On 11 depts. at	2.50	27.50	47.50
Printing record			
Clerk's fees directing record,			18.00
Printing brief (20 pages)			35.00
Witness fees			11.60
	days	Miles	
John W. Horne	1		
Chas. F. Brown	1	26	
Jos. H. Workman	1		
Fred'k. W. Monahan	1		
Chas. Workman	1		
Chas. F. Brown	1	26	
	6	52	
	1.50	.05	
	9.00	\$2.60	
		9.00	
		\$11.60	



## Examiner's fees:

## Clerk's fees

Filing	4.00
Docket entry	3.00
Docket fee	3.00
Record	6.00
	<hr/>
	16.00

16.00

Injunction

1.00

Copy opinion

6.00

No. 677 Equity Docket.

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON.

COMPLAINANT'S COSTS.



CIRCUIT COURT OF THE UNITED STATES,

District of Massachusetts.

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IN EQUITY  
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No. 877.

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON.

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COMPLAINANT'S COSTS.

Entry Bill			\$ 4.00
Serving subpoena,			3.12
Travel 5 terms at	2.64	13.20	
Att. " " "	.33	1.65	
Tr. 3 Rules "	2.64	7.92	
Att. 3 " "	.33	.99	23.76
Copy answer			1.50
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	6	52	
	1.50	.05	
	9.00	\$2.60	
		9.00	
		\$11.60	236.98



Brought over		\$233.98
Examiner's fees:		30.70
Clerk's fees		
Filing	4.00	
Docket entry	3.00	
Docket fee	3.00	
Record	6.00	
	<u>16.00</u>	16.00
Injunction		1.00
Copy opinion		6.00
		<u>-----</u>
		\$290.68
		<u>-----</u>

No. 671 Equity Receipt

Safeguard Account Co.

r.

Edm. F. Sturges

Compliments & Costs



CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

No. 677

-----  
IN EQUITY  
-----

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON & CO.  
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Evidence for Complainant taken pursuant to the 67th rule of  
the Supreme Court of the United States in Equity, as amended.

Before me

*James A. Lowell*

Special Examiner.

Boston, April 9, 1896, 10 A. M.

Met pursuant to agreement.

Present:- George O. G. Coale of Counsel for Complainant.

J.C.E.Scott, Esq. and Robert W. Hardie, Esq., Counsel  
for Defendant.

Counsel for complainant puts in evidence Patent Office  
copies of Letters Patent of the United States, No. 393,506 and  
No. 393,507, both granted to John W. Horne of Boston, Massa-  
chusetts, November 27, 1888, being the patents referred to in  
the bill of complaint, and the said patents are marked:

"Complainant's Exhibit Complainant's Patent No. 1" and  
"Complainant's Patent No. 2, James A. Lowell, Special  
Examiner".

Counsel for complainant also puts in evidence a certified  
copy of the assignment of said Letters Patent from John W.



Horne to the Safeguard Account Company, Complainant, and the same is marked:

"Complainant's Exhibit Complainant's assignment, James A. Lowell, Special Examiner".

It is stipulated that the requirement of formal proof of the execution of said assignment is waived and the certified copy of said assignment shall be used in evidence with the same force and effect as if the original had been offered and its execution duly proved by competent evidence.

#### DEPOSITION OF JOHN W. HORNE

Direct Examination by George O.G.Coale, Counsel for Complainant  
Int. 1, Please state your name, age, residence and occupation

Ans: John W. Horne; 38; 344 Walnut Ave., Boston; Treasurer of the Safeguard Account Company.

Int. 2, Are you the John W. Horne to whom the two Letters Patent in suit were granted?

Ans: I am.

Int. 3, Has the Safeguard Account Company made any books embodying inventions described in those two Letters Patent?

Ans: Yes.

Int. 4, About how many?

Ans: Many thousands. I do not know exactly.

Int. 5, Have these books all gone into commercial use?

Ans: Yes.

Int. 6, Has your Company published any list of customers to whom these books have been sold? If so will you produce it?





Ans: It has published a partial list. I produce two lists. One is indexed by trades and one by cities.

The lists produced by the witness are put in evidence by complainant and marked "Complainant's Exhibit Complainant's Customers, James A. Lowell, Special Examiner".

(Objected to by counsel for defendant as incompetent and irrelevant)

Int. 7, Has your company given any notice that books made according to the patents in suit have been patented, and if so how?

Ans: Yes they have. Each page is marked "Patented".

Int. 8, Is that the only word with which it is marked?

Ans: No, the ledgers are marked "Patented November 27, 1888 and April 16, 1889".

Cross Examination by Robert W. Hardie, Counsel for Defendant.

X. Int. 9, Do you know whether or not the persons named in the lists produced by you use any other form of account book besides those embodying your alleged inventions?

Ans: I cannot answer that question.

X. Int. 10, Do you know what was the nature or construction of the books which such customers used prior to purchasing your account books?

Ans: Only houses that I sold individually.

X. Int. 11, How many of such houses can you now recall?

Ans: A thousand houses, I should say.

X. Int. 12, And can you testify as to the construction of



the account books used by those thousand houses prior to adopting your book?

Ans            I can.

X. Int. 13, State what is the construction and arrangement of names and accounts in such books of prior use?

(Question objected to as incompetent on cross-examination)

Ans:            The old style ledger; that is the only way I can describe it.

X. Int. 14, If you are familiar with the old style ledger will you kindly state its construction and arrangement with respect to the names and accounts entered.

(Same objection)

Ans:            In the old style ledger the name was written at the top. The accounts run down the page.

X. Int. 15, And that is the only construction of old style ledger which your books have superceded, so far as you know, is it?

Ans:            So far as I know.

(Same objection.)

X. Int. 16, But it was old many years prior to your invention, was it not, to construct a ledger in which entries, accounts and names were entered in horizontal lines to the left of the page and the accounts of each respective name were continued on substantially the same line as the name, was it not?

Ans:            Never saw such a book; never heard of such a book.

X. Int. 17, Now will you state the dates of the inventions disclosed in patents No. 393,506 and 393,507.

(Question objected to on the ground that it is incompetent and the line of cross-examination is objected to as not





relating to subject matter opened on direct examination)

Ans: I cannot state the date when the idea occurred to me I think two or three months before applying for the patents.

X. Int. 18, Can you by the aid of any memoranda in your possession state the dates when you first constructed a book embodying the alleged inventions disclosed in either or both patents Nos. 393,506 and 393,507?

)Same objection.)

Ans: Yes, I made ledgers under those patents in 1886.

X. Int. 19, What fact has occurred to your mind since giving your last answer in which you said that you made such ledgers two or three months before filing your applications for those patents, and which now enables you to say that you made such books in 1886?

Ans: The fact that I worked on them.

X Int. 20, But Mr. Horne, what fact has occurred to you within the last few moments which leads you now to believe that you worked on them in 1886, while your best recollection a few moments ago was that you made such books two or three months prior to filing your applications?

Ans: If I mistake not, the application was applied for in 1886 or the early part of 1887.

X. Int. 21, What time in 1886 did you make a complete book embodying the inventions disclosed in either of the Letters Patent in suit, and which of these two inventions did that book embody?

Ans: The first one, 393,506.

X. Int. 22, When, as near as you can now recollect, did you first make a book embodying the construction and arrangement specified in Letters Patent No. 393,507?

Ans: I made it in either 1887 or 1888. I could not state



positively which year.

X. Int. 23, Have you any way of determining the exact date or the approximate date when you first constructed a book embodying the alleged inventions disclosed in patent 393,507?

(Formal objection renewed)

Ans: Cannot state positively.

*John W. Horne.*  
*Attest. James A. Lowell,*  
*Notary Public and*  
*Special Examiner.*

Counsel for complainant offers in evidence a sample book kindly furnished by defendant as being constructed in the manner in which books used by him prior to the beginning of this suit and since the date of Letters Patent were constructed. It is stipulated that the books used by defendant were made by Walter Thomson, formerly of Fargo, Dakota and now of Albany, N.Y., being the same person named in Letters Patent No. 385,648, dated July 3, 1888 and in the reissue of the same No. 10, 977, dated December 25, 1888.

It is stipulated that in the book as originally furnished by Thomson to defendant, the perforated leaves between the numbered leaves were full size, the corners not being removed, and that the corners of said leaves were afterward removed by defendant prior to the beginning of this suit.

The book above referred to is marked: "Complainant's Exhibit Defendant's Book, James A. Lowell, Special Examiner".



DEPOSITION OF CHARLES F. BROWN.

Direct Examination by George O. G. Coale, Counsel for Com-  
plainant .

Int. 1, What is your name, age, residence and occupation?

Ans: Charles F. Brown; 47; Reading, Mass.; Solicitor of  
Patents and Expert in Patent Causes.

Int. 2, Please state what experience you have had as solicitor of Patents and Expert in patent causes?

Ans: I have been in practice as a solicitor of patents for twenty-five years or more, and during that period have had occasion to prepare and prosecute a very large number of applications for Letters Patent, to examine the specifications and claims of Letters Patent and the construction of machines and contrivances of various kinds; to give opinions as to the validity and scope of Letters Patent and as to infringement of mechanical structures upon the claims of Letters Patent, and to testify as an expert in a large number of patent causes.

Int. 3, Have you examined Letters Patent No. 393,506 to John W. Horne, being "Complainant's Exhibit Complainant's Patent No. 1", and if yea and you understand the device therein referred to in its claims, will you please describe it?


Ans: I have examined the patent referred to and am familiar with and understand the invention therein set forth and cited in the claims thereof.

The thing described and claimed is a blank book, the leaves of which are of substantially uniform size. Some of the leaves are perforated longitudinally at a short distance from the outer edge to form removable margins. The other leaves are continuous or un-





perforated. For convenience, I will refer to the last mentioned leaves as the "continuous leaves" and to the others as the "perforated leaves".

The continuous and perforated leaves alternate throughout the book, or to speak more exactly as to the construction illustrated in the drawing, there are a plurality of perforated leaves between each continuous leaf and the next. The specification states that these leaves may alternate regularly, the book having first a continuous leaf, then a perforated leaf, then a continuous leaf, then a perforated leaf and so on, or that two or more perforated leaves may be interposed between each continuous leaf and the next. The drawing of the patent in suit shows two perforated leaves between each continuous leaf and the next. The leaves thus assembled form a book, the pages of which are originally of uniform size, so that the book can be conveniently and economically manufactured by the usual methods  practiced by book-binders, and which enables the user to convert the perforated leaves into continuations of the continuous leaves, that is to say, the user of the book may enter a column of names on the outer portion of one of the continuous leaves and then may carry out against each name a line of entries across that page and may extend the line across the facing page of the next perforated leaf until the row of perforations in that leaf is reached and then remove the margin of that perforated leaf by tearing the same along the line of perforations so that the opposite side of the then mutilated or narrowed leaf will read onto the original column of names, thus enabling the user of the book to carry along his operations from the original column of names without recopying the said names. This process may be continued through



out all the perforated leaves that are interposed between two continuous leaves. The unused parts of the book, that is to say, the pages which have not yet been written upon, remain continuous and of uniform width, forming a convenient support for the outer edges of the leaves that are in use or being written upon and presenting the appearance of an ordinary book, the leaves of which are of uniform size.

The continuous leaves are designated so that the opposing pages of two adjacent continuous leaves bear the same number of designation. Thus the first leaf will be designated by the numeral 1 upon the side which faces the next perforated leaf, while the corresponding page of the next continuous leaf bears the same numeral. The intermediate perforated leaves have no page designations they being virtually continuations of the pages identified by the page designations on the continuous leaves. Each page of the book therefore, instead of being one side of a single leaf,, comprises a number of sections and includes the facing surfaces of two continuous leaves and of the intermediate perforated leaves.

Int. 4, Will you please examine complainant's exhibit defendant's book and state whether or not you find in it the invention referred to in the claims of the complainant's patent No. 1, giving your reasons for any opinion you may express.

Ans: The first claim of the patent referred to is as follows:-

"A blank book having full leaves of the same or substantially the same width, a part of which are provided near their outer edges with longitudinal lines of perforations b to form removable margins and the rest of which are unperforated, the perforated and unperforated leaves being interposed between each other throughout the book with one or more of the perforated leaves between the unperforated ones, substantially as set forth".





The Exhibit defendant's book embodies identically the same construction that is pointed out in this claim, each leaf being of substantially the same width, part of them being perforated near their outer edges to form removable margins, and the rest unperforated. The perforated and unperforated leaves are interposed between each other throughout the book. In the exhibit, three perforated leaves are interposed between every two continuous or unperforated leaves.

The second claim of the said patent is like the first, and is distinguished from it by the statement that the unperforated leaves are provided with the same page designations or numbers on their opposing pages. This feature is found also in complainant's exhibit defendant's book, which contains three continuous or unperforated leaves. The right-hand page of the first continuous leaf and the left-hand page of the second continuous leaf each bear the numeral 1, while the right-hand page of the second continuous leaf and the left-hand page of the third continuous leaf each bears the numeral 2. For the reasons given, I am of the opinion that the exhibit contains the invention pointed out in the claims of the patent in suit referred to.

Int. 5, Have you examined a ledger constructed similar to defendant's book at defendant's office, and if so will you state the manner in which the ledger was used?

*Ans* I have examined a ledger at an office in No. 22 North Market St., Boston, which was handed to me by defendant and appeared to be in use by him. The said ledger embodied the same construction as the complainant's exhibit defendant's book, excepting that it was considerably thicker and substantially bound after the manner of



the ordinary ledger. The corners of the unperforated leaves were not cut away as in exhibit defendant's book. It was used by entering names on the outer portions of the continuous leaves, carrying lines of entries across the pages, including the perforated pages from said names, and tearing off the margins of the perforated pages, as the progress of the work required.

Int. 6, I will now call your attention to complainant's patent No. 2 and ask you, if you understand the thing described as new in claims 1 and 2 of that patent, to state what it is, and also to state whether or not you find that new thing embodied in complainant's exhibit defendant's book?

Ans: The new thing described in this patent may be stated by quoting the claims thereof.

"1st. An account book having full or complete address leaves A, A', the facing pages of which bear the same page numbers at their corners, and the interposed leaves having their corners cut away to expose numbers on the corners of the pages of the address leaves, substantially as set forth.

2nd. An account book comprising full address leaves A, A' having the same page numbers on their facing pages, and the interposed account leaves B, B' having removable margins B cut away at their corners, substantially as set forth."

This book is the same as that set forth and claimed in complainant's patent No. 1, which I have already described, with the corners of the perforated leaves cut away to expose the page designations or numbers on the continuous pages or leaves, the object being to enable the user of the book to read the page number at either or both sides of the intermediate perforated leaves. The perforated leaves, as I have already stated, have no page numbers, they being treated as continuations of the pages of the continuous leaves. Hence by cutting away the corners of the perforated leaves, the page numbers which relate to them are exposed so that



they can be readily seen.

I find this new feature, namely: the cut away corners of the perforated leaves, in the complainant's exhibit defendant's book.

Cross-examination by Robert W. Hardie, for defendant.

X. Int. 7,      What do you understand by the word "perforations" as used in patent No. 303,506?

Ans:            A line of orifices or indentations which weaken the paper so that its margin may be readily detached from the body of the sheet along a predetermined line.

X. Int. 8,      Why would you regard a row of indentations as the same as a row of perforations, assuming that the indentations did not puncture or extend through the paper so as to remove a portion thereof?

If a series of indentations so weakened the paper as to ensure its severance along the line of such indentations, it seems to me that they are the equivalent of a line of orifices formed by removing portions of the paper, and would accomplish the same result.

X. Int. 9,      Would you regard the rows of indentations made in the slips I now hand you, which appear to be leaves from a railroad mileage book, as the same ~~as the~~ in capabilities for the purpose of detaching the one portion of the paper from another, as if such lines were rows of perforations?

Ans:            These indentations may not permit the tearing of the paper with so great certainty as if they were rows of perforations, but they are certainly adapted to cause the paper to tear along predetermined lines.

X. Int. 10,     Will you kindly tear any portion you desire from one of these slips which I hand you, and after having done that,





state whether or not one portion could be readily severed from the other in an accurate and satisfactory manner.

Ans:        There appears to be no difficulty in accurately and satisfactorily severing one portion of this piece of paper from another along the lines of indentations.

The paper offered for identification is marked:

"Defendant's Exhibit Indented Mileage Slip".

X. Int. 11,    As a matter of fact, railway tickets marked with such lines of indentations are in common use with the traveling public on railway trains, where it is especially desirable to sever one portion of a ticket quickly and accurately from another. Are they not?

Ans:        They are.

X. Int. 12,    Have you any personal knowledge as to the different kinds of blank books designed for ledgers, entry and similar purposes which were in use prior to June 27, 1887?

Ans:        I have not.

X. Int. 13,    What function do you understand to be performed by the removable section of these perforated leaves?

Ans:        They cooperate with the corresponding portions of the continuous leaves in filling out the marginal portion of the book so that the book is of the same thickness throughout its entire width.

X. Int. 14,    Do they perform any other function?

Ans:        I understand that they enable the book to be more conveniently manufactured and bound than would be the case if the leaves were originally made alternately wider and narrower. Besides this, a book made as last indicated would be very undesirable



because the outer portions of the wider leaves would be unsupported and would present crevices for the admission of dust. It would seem to me that it would be difficult to color or finish the edge of a book composed of alternately longer and shorter leaves, owing to the fact that the crevices or spaces between the outer edges of the longer leaves would admit the coloring matter to the surfaces of the leaves.

X. Int. 15, The functions you have already given then, are the only ones performed by such removable sections, are they?

Ans: They are all that occur to me at the present time.

X. Int. 16, Suppose a book be made in all respects the same as that shown and described in Letters Patent No. 393,506, but with the perforated pages shorter in width than the full pages by say one-half of an inch, would you then regard such a construction as embodying the invention disclosed in this patent?

Ans: Yes, if the user of the book has a system which will enable him to use as the part called in the specification "the Name's Column a" a portion of the continuous leaf of the width indicated in the question. In answering the last question I did not allude to the exposure of the name's column of the continuous sheet as a function of the removable section, because that may be considered a passive function.

X. Int. 17, Assuming that the removable strip is decreased in width so that it will reach but to one-half of an inch of the side of the unperforated leaf, the book being in all other respects exactly the same as the book shown in the patent and having a vertical row of perforations by which this removable strip may be severed from the rest of the page, would you regard such a con-





struction as embodying the invention disclosed in Letters Patent No. 393,506?

Ans: I would.

X. Int. 18, Why?

Ans: Because the removable sections while in place, will form parts of the edge of the book and when removed will expose a portion of the adjacent continuous leaf so that when laid upon said leaf, the shortened sheet although shortened but by only one-half an inch, will present a surface which is practically a continuation of the exposed portion of the continuous leaf.

Int.

X. 19, Then, for all practical or desirable purposes you would regard a book made up of full leaves and alternate perforated leaves shorter in width than the full leaves by one-half an inch, as being the same as a book in which all of the leaves, perforated and unperforated, are of the same width, would you?

Ans: As I understand the question, it refers to a book made of continuous and perforated leaves which are originally made of different widths, the perforated leaves when full, or before the removal of their removable sections being narrower than the continuous leaves. With this understanding of the question, I answer no.

(Noon Recess)

X. Int. 20, Do you understand that the structure specified in claim 1 of the patent 393,506, requires any numbering or page designations on the unperforated pages?

Ans: I understand that it does not.

X. Int. 21, Do you know whether or not a book constructed of the elements specified in claim 1 of this patent can be used for



the purposes for which it is intended without any page designation on the unperforated leaves?

Ans: I think that without any page designations the book would be obviously inconvenient unless composed of only two unperforated leaves and a series of interposed perforated leaves.

X. Int. 22, Then you would regard such a structure as is specified in claim 1 of this patent as practically inoperative or useless. Would you?

Ans: Not necessarily, because the invention pointed out in this claim would be embodied in a book having only two unperforated leaves and a series of intermediate leaves. Such a book of course would have but a limited field of usefulness as compared with a book made up of a considerable number of sections or signatures joined together. It would seem to me that a book of the thickness of a ordinary ledger without page designations would be practically inoperative, considered as a whole.

X. Int. 23, But a book having but two unperforated leaves and a series of intervening perforated leaves could be used as readily without page designations as with them, could it not?

Ans: I should say so.

X. Int. 24, The page designations simply signify that the two facing pages of the unperforated leaves and all of the pages of the intervening perforated leaves are in effect but a single page, do they not?

Ans: They do.

X. Int. 25, Suppose the perforated leaves were numbered the same as the opposite sides of the unperforated leaves, would that change in any manner the use of the page designations?



Ans: I should think not, so long as the perforated leaves remain intact. The page designations being usually printed upon the extreme outer corner would be on the removable sections if printed on the perforated leaves and would therefore be removed with those sections.

X. Int. 26, But instead of being printed on the outer corner, suppose the perforated pages are marked with page designations on the upper portion of the page inside of the detachable section so that when the section is removed, the page designation still remains on the perforated sheets, would such a construction change in any manner the use of the page designations on the unperforated pages?

Ans: Such a system of designating the pages would be inconvenient unless the unperforated pages were correspondingly designated.

X. Int. 27, Why would it be inconvenient?

Ans: Because the page designations if made on the perforated leaves and within the line of perforations would be less prominently exposed than if made on the outer corners of the unperforated leaves and could not be as conveniently found, particularly when in opening the book. An unperforated leaf at the point of opening covers the succeeding perforated leaves, in which case the operator would have to refer to the number of the preceding perforated leaves or else turn the unperforated leaf to expose the succeeding leaves, whereas when the unperforated leaves are numbered, the operator can tell by a glance at any unperforated leaf what the numbers of the succeeding perforated leaves are.

X. Int. 28, You evidently misunderstand the question. The





question does not contemplate the removal of the numbers from the unperforated sheets, but assuming that the numbering of the unperforated sheets remain the same as is shown in the drawings of this patent, and assuming that in addition to the numbering of such unperforated leaves you also number the perforated leaves within the row of perforations, would the fact that these perforated leaves were also numbered in addition to the unperforated leaves, change in any manner the mode of using the book?

Ans:        It would not. There would simply be a greater number of duplications of the page designation appropriated to each section of the book, meaning by section, two opposing pages of two adjacent unperforated leaves and the intermediate perforated leaves

X. Int. 29,    You have stated, as I understand it, that if a book constructed in all respects the same as the book shown in this patent No. 393,506, but with the outer edge of the perforated leaves extending only to within half an inch of the side margin of the unperforated leaves, that such a construction would not in your opinion be contemplated by the claims of this patent. Bearing that statement in mind, will you now state whether it makes any difference in the mode of using these page designations as to whether or not the perforated pages extend to the outer edge of the unperforated page or to one-half an inch of such outer margin?

Ans:        I do not recall having stated that this hypothetical book would not be contemplated by the claims of the patent referred to. My recollection is that I said in substance, that it would not be as practical or desirable as a book in which the removable section is made wider. As far as the page designations are concerned, assuming that the unperforated pages are designated as set forth in



the patent, the width of the removable sections of the perforated pages is immaterial.

X. Int. 30, But the question does not make any reference to the width of the detachable sections. The question refers to the entire width of the perforated page irrespective of the width of the detachable section. Now, if the entire width of the perforated page is shorter by one-half inch than the width of the unperforated page, does it make any difference in respect to the use of the page designations as recited in claim 2 of this patent No. 393,506?

Ans: I think not.

X. Int. 31, Now will you say whether or not you regard a book constructed in every respect the same as the book shown in patent No. 393,506, and specified in its two claims but having the width of the perforated pages less by half an inch than the width of the unperforated pages, would be included within the scope of either claim 1 or two of this patent?

Ans: I think that a book having its perforated leaves one half an inch narrower than its unperforated leaves would be undesirable in many respects. At the same time I think it would be within the terms of the claims of the patent referred to, because the difference in the width of the leaves, while interfering with the symmetry of the book and with the closeness and the firmness of its edge would make the leaves of substantially the same width considered as to their capacity to receive writing and as to the exposure of the "Name's Column" of each unperforated leaf by the removal of the removable sections of the adjacent perforated leaves.

In the first claim the leaves are said to be of the same or substantially the same width. In the second claim they are said to



be of a similar width. I take it that slight variations in degree such as making the perforated leaves half an inch narrower than the unperforated leaves would be merely a colorable variation and not a variation in substance.

X. Int. 32, Then I understand you to say that the width of the perforated pages may be varied without changing the substantial purpose or capabilities of such page provided such pages are wide enough to receive the desired number of entries, and when brought over at the perforated edge to the name column of the unperforated sheet, it will leave such name column exposed. Am I correct?

Ans: That is substantially my understanding of the matter. It does not seem to me essential that so long as there are a series of unperforated leaves and a series of perforated leaves, the perforated and unperforated leaves being interposed between each other throughout the book and the perforated leaves formed to expose a name's column of substantially the width on the adjacent unperforated leaf, that the perforated and unperforated leaves be of exactly the same width. They must be of substantially the same width.

X. Int. 33, Can you specify any determinable limit beyond which the width of the perforated page may not be decreased?

Ans: As I have already indicated, it seems to me that any variation between the width of the perforated and unperforated leaves is undesirable and objectionable. I cannot undertake to prescribe any degree of variation which would be possible without infringing the claims of the patent, my only idea in the discussion of this matter being to express my opinion that slight departures from exact uniformity of width would be simply colorable evasions of said claims.





X. Int. 34,     Then although a person of twenty-five years experience in drawing specifications and applying for patents, you cannot find anything in this patent which would clearly designate to a person conscientiously trying to avoid infringing the patentee's rights which will give him any information on that subject whatever, or which distinguishes what is new or alleged to be new in his invention in this respect from what is old. Is that so?

Ans:            If it could be pointed out to me that any improvement or advantage could be gained by making a considerable and substantial variation between the width of the perforated and unperforated leaves, I should probably be able to advise an honest seeker after truth what he had better do.

X. Int. 35,     But Mr. Brown, you have not answered my question I ask you whether the patent on its face, contains anything that would enable a person of your large experience in this line to determine what variation may be made in the width of the perforated pages relatively to the unperforated pages and still be within the scope of the claims of this patent. If so, will you kindly state wherein you find any such statements?

Ans:            The specification of the patent does not contain any direct reference to the relative width of the perforated and unperforated leaves, excepting in the claims where they are said to be of the same or substantially the same width (claim 1) and of a similar width (claim 2) The specification states, lines 46 to 49, page 2 "that the book after the removal of the removable sections of the perforated pages will have alternately wide and comparatively narrow pages". From this it seems clear to me that the patentee considered his invention to be a book of substantially the shape of ordinary books used for the purpose to which his invention re-



lates and capable of being changed or reconstructed by its user so that instead of having leaves of substantially the same width as when originally manufactured, will gradually be converted into a book having alternately wide and comparatively narrow leaves or pages.

X. Int. 36, Would it express your meaning to say that any change in the width of the perforated sheets relatively to the unperforated sheets which do not destroy its manner of use or the mode of operating such sheets, would be the same thing practically as if the sheets were of the same width?

Ans: I think it would.

X. Int. 37, Or in other words, that two supposed constructions of account books of this nature are the same irrespective of the relative widths of the perforated and unperforated pages, providing the use and mode of operation in both constructions are the same, and that any change within those limits is practically but a difference of degree and not a difference of functional use?

Ans: I so understand it.

X. Int. 38, Referring now to patent No. 393,507, do you<sup>not</sup> find that it is an element in claim 1 that each of the address leaves A, A' shall have the "page numbers at their corners"?

Ans: I do.

X. Int. 39, Was it not old long prior to January 3, 1888, to page account books at the corner of the page?

Ans: It undoubtedly was.

X. Int. 40, And the only purpose of cutting away the corner of an adjoining page is to expose such page numbers, is it not?

Ans: It is.



X. Int. 41, Suppose the length of these intervening or perforated pages is reduced so as to leave exposed a small margin extending over the entire width of the unperforated page, leaving the page designation exposed, would such a construction perform the same purpose as cutting away the corner of the perforated leaves?

Ans: It would and would moreover interrupt the continuity of the edge of the book, an objection which I have previously alluded to.

X. Int. 42, But you have already stated in reference to such variations on the width of a page that they are merely colorable and a difference of degree, have you not?

Ans: I have as to the invention particularly pointed out in patent No. 393,506, and have repeatedly stated that such an expedient was objectionable in my opinion.

X. Int. 43, It was old long prior to January 3, 1888, to cut away a portion of one page of a book for the purpose of exposing a number or letter on an adjoining page, was it not?

Ans: I am not aware that it was old to cut away corners of some of the leaves of an account book to expose <sup>numbers</sup> on the corners of other leaves. I do not recall any equivalent expedient which I know to be prior to the date of the patent in suit.

X. Int. 44, Do you understand that it makes any difference whether these pages are numbered at their upper corner or at their lower corner.

Ans: I think it makes no difference.

X. Int. 45, That statement holds good as to the construction specified in both claims of this patent, does it not?

Ans: It does.





X. Int. 46, And you wish the Court to understand that you are not familiar with the ordinary index in which the lower corner of the sheet containing the letter Y is cut away to expose the letter Z on the lower corner of the next page, do you?

Ans. I do not. I am familiar with such a contrivance.

X. Int. 47, In such constructions is the lower corner of the page containing the letter Y cut away for any other purpose whatsoever except for exposing the letter Z found on the lower corner of the adjacent page?

Ans: Undoubtedly the object of cutting away the several pages in the index referred to is as implied in the question. But notwithstanding this fact, I have my views as to the construction of the claims of the patent now under consideration and they are not affected by the index which I admit to be old.

X. Int. 48, But the figure 3 in the drawing of this patent is clearly an index indicating the numeral order of that page, is it not?

Ans: It is, but it is not exposed excepting when the book is open at that particular place.

X. Int. 49, And when the several full pages are numbered throughout the book consecutively 1, 2, 3, 4, 5 &c. such series of numbers constitute a general index for the whole book, do they not?

Ans: They do in the sense that the page designations of an ordinary book constitute a general index, but they differ both from the numerals of an index and from the page designations of an ordinary book, in that each designation is duplicated on the facing pages of two uncut leaves and serves to designate a series of intermediate cut pages. There is no such function as this either in the



index referred to or in the page designations of an ordinary book.

X. Int. 50, The difference between claims 1 and 2 of this patent consists in the statement that the corners of the removable margin, specified in claim 2, are cut away, does it not?

Ans: It does.

X. Int. 51, But in claim 1, it is stated that the interposed leaves have their corners cut away and the only interposed leaves referred to in this patent are leaves with removable margins, are they not?

Ans: They are, the margin being parts of the leaves.

X. Int. 52, Then there is no difference whatever between claims 1 and 2 of the patent, is there? If so state what the difference consists in.

Ans: Claim 2 is limited to interposed account leaves having removable margins. Claim 1 does not contain this limitation, but specifies interposed leaves.

X. Int. 53, Then you understand that interposed leaves may be used in this connection without removable margins, do you?

Ans: That is my understanding of the scope of claim 1, namely: that it covers an account book having full or complete leaves, the facing pages of which bear the same page numbers at their corners and interposed leaves, whether provided with removable margins or not, having their corners cut away to expose the numbers on the corners of the pages of the full leaves.

X. Int. 54, Do you understand that there is any difference in the mode of operation or manner of use between two constructions one of which has a full or complete leaf and an adjoining leaf cut away at its corner, but without a removable margin and a construct-



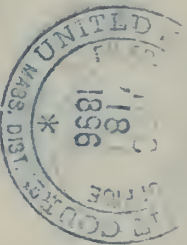
ion in which there is a full and complete leaf and an adjoining leaf cut away at its corner and having a removable margin, assuming that both constructions expose a page designation on the corners of the full leaves?

Ans:        There is no difference, so far as the exposure of the page designations by the cut away corners, is concerned.

Charles J. Brown ,  
Attest: James A. Lowell.  
Notary Public and  
Special Examiner.



Receipt  
of the U. S.  
District of Mass  
in Equity  
No 617  
Safeguard Account  
Company v.  
Wilmington  
Debitors of  
John W. Howe  
and  
Eliac F. Brown



LAW OFFICE  
OF  
J. C. E. SCOTT,  
ROOM 25, TWEDDLE BUILDING.

Safe Deposit account Co.  
v.  
Edward F. Wellington & Company  
In equity No. 677.

ALBANY, N. Y., March 12 1896

Hon. Alex H. Trowbridge  
Clerk U. S. Cir. Court Mass:

Dear Sir - Will you kindly inform me  
whether any replication has been filed in the above  
case and if so forward me a copy of same with note  
of your fee.

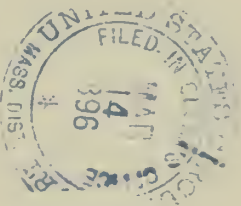
The defendant has entered appearance in person but  
as it would insure my getting quicker service of pa-  
pers &c will you enter my appearance as his  
attorney in the case

Very Respectfully

J. C. E. Scott.

677  
of guard, West. L.  
Wellington

Appearance for  
Defendant



CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

No. 677

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IN EQUITY  
-----

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON & CO.  
-----

Evidence for complainant in reply taken by agreement before  
Charles A. Osgood, Esq., Notary Public, pursuant to agreement.

Chicago, April 28th, 1897.

Mr. George O. G. Coale, of Counsel for complainant.

PRESENT:

Mr. Robert W. Hardie, of Counsel for defendant.

DEPOSITION OF JOSEPH H. WORKMAN.

JOSEPH H. WORKMAN being duly sworn deposes in answer to interrogatories put to him by George O. G. Coale, Esq., counsel for complainant, as follows:

Int. 1, What is your name, age, residence and occupation?

Ans: My name is Joseph H. Workman, age 49, occupation,  
Blank Book maker, residence, 352 Park Ave., Chicago.

Int. 2, How long have you been a Blank Book Maker and are  
you now in active business?

Ans: Well, I have been about thirty years, but am now out of  
business.

Int. 3, Have you ever made blank books having long and short  
leaves as illustrated in the book which I now show you?

Ans: Yes sir.





(The book shown the witness is put in evidence for complainant and is marked "Complainant's Exhibit Long and Short Leaf Ledger")

Int. 4, Will you please state how long and short leaf books have been made by you?

Ans: By taking single sheets of different widths and whip-stitching them and by folding them off the center and by perforating the leaf so it could be torn out afterwards and by cutting out alternate leaves.

Int. 5, Please describe a little more clearly the operation of whip-stitching. I do not mean as to the way the stitch was made, but as to the way in which the sheets were gathered?

Ans: The sheets were prepared according to the pattern and gathered long and short leaves alternately. They were jogged up and glued on the back, separating the sections and whip-stitching.

Int. 6, When you folded the sheets off the center as you call it, will you please describe how you folded and gathered the sheets?

Ans: The sheets would be folded singly and gathered together reversed.

Int. 7, How were they attached together?

Ans: They were gathered in sections and sewed like an ordinary book; then they were just made as an ordinary book.

Int. 8, Why were they reversed in the gathering?

Ans: To make the pattern come right you had to reverse it.

Int. 9, What do you mean by pattern?

Ans: The ruled lines is what we call the pattern, and the printing is the pattern or copy of the printing. This heading or whatever is on it. If we had this book to make, we would take





some sheets out of this, or a pattern on paper and make an exact duplicate.

(The witness refers to Complainant's Exhibit of Long and Short Leaf Ledger in his answer)

Int. 10. Where a portion of the leaf is cut out, how is the book made?

Ans: It is made up exactly like any book; like we would make a book if it was not cut, but then the leavss, if they are to be cut out, are cut out with a knife and ruler.

Int. 11, Where the book is made Long and Short Leaf by folding or by whip-stitching, is the book usually colored and burnished on the edges of the leaves?

Ans: Well, the ones I made were not.

Int. 12, Why not?

Ans: Well, the difficulty experienced in coloring the leavss It could be done, however, but it would be a greater expense.

Int. 13, Please explain wherein this difficulty lies.

Ans: The leaves are so loose that the color would run in on the leaves and would spoil the leaves.

Int. 14, Was there any difficulty experienced in the pressing of such books and the seasoning of their covers?

Ans: A solid book would be much easier to press than one that was spongy. There is nothing there to press on. (Witness points to the edges of Complainant's Exhibit Long and Short Leaf Ledger) They would press better.

Int. 15, You say you have made books having alternate leaves perforated?

Ans: Yes sir I have, numbers of them.



Int. 16, Do you mean like this which I now show you?

Ans: Yes sir.

(The book shown the witness is put in evidence for Complainant and is marked "Complainant's Exhibit Safeguard Perforated Ledger")

Int. 17, From the Pook-binder's standpoint, which book do you consider the easiest and cheapest to make; Complainant's Exhibit Long and Short Leaf Ledger, or Complainant's Exhibit Perforated Ledger?

Ans: Perforated Ledger.

Int. 18, Please state briefly your reasons.

Ans: Well, as I said, the pressing is much easier and the cutting costs a great deal more than the perforating. It makes a handsomer book.

Cross Examination by Robert W. Hardie, Esq., counsel for Defendant.

X. Int. 19, How long have you been out of business?

Ans: About five years, Mr. Hardie. I think that is about it nearly.

X. Int. 20, Have you ever made for the Safeguard Account Co. books similar to Complainant's Exhibit Long and Short Leaf Ledger?

Ans: I do not remember of ever making one like that.

X. Int. 21, How long have you known of such a ledger as Complainant's Exhibit Long and Short Leaf Ledger?

Ans: I will have to rely on my memory for that, about ten years.

X. Int. 22, I would call your attention to the fact that the opposite full pages of this book are numbered the same, that is, 1--1, 2--2, &c. How long have you known of such a system of numbering in connection with books of this character?



(Question objected to as not competent in cross-examination of this witness)

Ans: Well, it is very common to number folio. It has been done ever since I have been in the business.

X. Int. 23, You understand, do you not, that the purpose of the Short Leaf of this book is to enable an account to be continued on the same line across the full pages and across the corresponding lines of the short pages, do you not?

Ans: Yes sir.

X. Int. 24, And you understand that the short pages are so cut that when they are brought over against the first full page, the name on the account will coincide with the corresponding line on the short page, do you not?

Ans: Yes sir.

X. Int. 25, And such features have been given to these books which you have known for the last ten years, have they not?

Ans: Yes sir.

X. Int. 26, Have you ever manufactured any books for the Safeguard Account Co. or complainant in this litigation?

Ans: Yes sir.

X. Int. 27, For how long a time did you manufacture such books for them?

Ans: Well, between two and three years.

X. Int. 28, And up to the time that you retired from business you say you have never manufactured for the Safeguard Account Co. a Ledger having long and short leaves similar to Complainant's Exhibit Long and Short Leaf Ledger. Is that correct?

Ans: That is right.

X. Int. 29, Have you at any time made a Ledger having long





and short leaves similar to such exhibit?

Ans: Why yes, I have made these Ledgers, that is the Perforated Leaf. I do not remember making cut leaf Ledger. I have made lots of cut leaf books.

X. Int. 30, State the character of such cut leaf books. For what purpose were they used?

Ans: They were used for Banker's monthly balances.

X. Int. 31, And when did you first manufacture such a book?

Ans: A long time ago; 25 or 30 years.

X. Int. 32, In such books, were the names of the accounts arranged on the left margin of the page, one above the other as in this exhibit in question?

Ans: I cannot remember that 25 years ago, but I suppose so. They were monthly balance books. They would have to write a customer's name there.

X. Int. 33, When you state that books having long and short leaves are made by making the leaves of uniform length at first and then cutting out portions of alternate leaves with a knife and ruler, do we understand you to say that that is the only way such books can be manufactured?

(Question objected to as the witness has already answered if in his cross-examination)

Ans: Well, as I have said, they have been made three or four different ways, gathering short and long sheets, folding sheets off the center, perforating the leaf and cutting out the leaf. That is four ways.

X. Int. 34, Then it is not essential to experience the difficulty in the way of cutting alternate leaves with the knife and ruler in making such a book, is it? In other words, such a method



can be dispensed with and such difficulties can be obviously avoided by a book manufacturer, can they not?

Ans: What difficulties, Mr. Hardie?

X. Int. 35, The difficulty which you have stated is experienced in cutting alternate leaves with a knife or ruler.

Ans: As I said, it can be done different ways, but if a customer ordered it cut out, we would have to cut it out.

X. Int. 36, Is it not a fact that if a customer ordered a long and short leaf Ledger similar to the exhibit in question, that any ordinary book-maker would understand how to make such a book without cutting out parts of alternate pages after the book was made?

Ans: I do not think he would, not on the Ledger. I think the only way to make the Safeguard Ledger you would have to cut or perforate the leaf. I do not think it is possible to do it any other way.

X. Int. 37, And you are willing to state as a Blank Book-maker of thirty years experience, that it is not possible to form these pages of the desired width before they are bound?

Ans: It would not be impossible, but it would be very improbable. It would not be feasible.

X. Int. 38, Have you ever manufactured a blank book of this character by forming the width of the leaves before binding them?

(Question objected to, as it is not certain what is meant by the terms, "blank book of this character", and it also seems to have been answered by witness in his direct testimony)

By "books of this character", I refer to books of long and short leaves similar to Complainant's Exhibit Long and Short



Leaf Ledger.

Ans: You refer to the Safeguard Ledger?

X. Int. 39, Yes sir.

Ans: Do you mean the Safeguard Ledger, that is what I explained is a book of this character and Safeguard Ledger.

X. Int. 40, I mean the book that has been introduced in evidence in this case, which now lies before you and is marked "Complainant's Exhibit of Long and Short Leaf Ledger".

Ans: I have never made a Ledger Long and Short Leaf for any one else but the Safeguard Co.

X. Int. 41, I did not ask you what you had made for the Safeguard Co. I asked you if you had ever made a book having long and short leaves similar in any way or analogous to Complainant's Exhibit of Long and Short Leaf Ledger by forming the leaves of the desired width before binding them?

(Same objection)

Ans: I do not think I understand that thoroughly, Mr. Har-  
die. I never saw and made a long and short leaf Ledger before I saw the Safeguard Ledger. The Long and Short Leaf Books that I made were balance books.

X. Int. 42, Did you ever manufacture a long and short leaf balance book to which you refer by first forming the leaves of the desired width before binding them.

Ans: Yes sir, that is the way they were done.

X. Int. 43, And you had no difficulty in manufacturing them in that way, had you?

Ans: We would have had if they had been that thick. They were about 1/4 in. to 1/2 in. thick. The edges were uncolored.

X. Int. 44, Now please answer my question. Do you have any



difficulty in forming the leaves of such a book before they were bound in the balance books, to which you refer?

Ans: No sir.

X. Int. 45, Then what you have testified to in regard to the difficulty of forming a Ledger in that way is a matter of opinion with you rather than a matter of experience, is it not?

Ans: A matter of knowledge, Mr. Hardie. I know that. No customer would accept a whip-stitched Ledger. It would not do for a book as large as that.

X. Int. 46, That is a matter of opinion with you rather than a matter of experience, is it not?

Ans: I said it is a matter of knowledge. No binder would dare do it. A book would not hold. He would not risk his reputation. He would not make such a book as that.

X. Int. 47, I am not asking you anything about whip-stitched Ledger. I simply want you to say whether or not the difficulties which you say would be experienced in making a Ledger in the same manner you made a balance book is a matter of experience with you or a matter of opinion?

Ans: My whole experience as a blank book maker would not allow me to whip-stitch a Ledger.

X. Int. 48, I will have to ask you to confine your answer to the question. I am not asking you anything about whip-stitched Ledgers. You said that you have never made such a book by first forming the pages of the desired width before binding them, and yet you say it would be a difficult matter to make such a book in that way. That is a matter of opinion, is it not, rather than a matter of experience with you?

Ans: I have never made a Ledger whip-stitched short leaf,





as I said it would have to be cut out.

X. Int. 49, If you have never made a whip-stitched Ledger of that thickness, how do you know what difficulty would be experienced in making a book in that way?

Ans: Well, having served so long at the business, I know it would not do. It would not give satisfaction. It would not hold; it would not open up. In whip-stitching a book the sheets are single, not folded, and have to be overcast. Now I can explain this better than I can describe it. Now, instead of sewing in the fold you would have to overcast it, which would bind the leaves very tightly together at the edge. Instead of being sewed through the crease or in the middle or body of the sheet so that it will open substantially flat, it is sewed on the edges and can only be opened to the line of stitching.

X. Int. 50. Your testimony, then, in regard to whip-stitching and in regard to the difficulties of making a long and short leaf Ledger is given on the understanding that the leaves when whip-stitched are sewed on their edges and not through the middle portion or thereabouts, is it not?

Ans: Yes sir.

X. Int. 51, And you have never manufactured a book having long and short leaves similar to Complainant's Exhibit of Long and Short Leaf Ledger, in which the leaves are sewed through the central portion or approximately thereto instead of whip-binding them? Am I correct?

Ans: I have manufactured other books, but no Ledgers that way.

X. Int. 52, And in making such books you had no difficulty in binding them in the way described in the last question instead



of whip-stitching them, had you?

Ans: Oh, yes and I charged extra for them on that account.

X. Int. 53, What did the extra work consist of and describe the character of books which you made?

Ans: The book was a blank book, for what purpose used I do not know, but the sheets were folded singly, reversed to make the pattern come properly, gathered and sewed like an ordinary book.

X. Int. 54, Where did the extra expense come in?

Ans: In the folding singly and in the gathering. An ordinary blank book is folded four to five sheets in a section. The sections are put together and sewed. These books you speak of, the sheets had to be folded singly and folded off the center, which was a difficult job to do, and then gathered in sections and sewed. The extra work consisted in the folding of the sheets singly and gathering. That is something we do not have to do on ordinary work.

X. Int. 55, Then whip-stitching in making a thick Ledger is entirely unnecessary, is it not?

Ans: Such a Ledger as you speak of, yes.

X. Int. 56, You have stated, I believe, that in making a book similar to Complainant's Exhibit Long and Short Leaf Ledger, the book would ordinarily be made with leaves of the same width and portions of alternate leaves cut out after they were bound by means of a knife and ruler. Now if these leaves were all of the same width, what difficulty would you experience in coloring and burnishing the edges of such a book in that condition?

Ans: I did not state there would be any difficulty.

X. Int. 57, As a matter of fact, if the book were made in that way, there would be no difficulty in coloring and burnishing



the edges, would there?

Ans: Not if they were cut out after the book was bound.

X. Int. 58, If a book-binder were given a book similar to Complainant's Exhibit Long and Short Leaf Ledger with portions of unnumbered leaves cut away, and he were asked to color and burnish the edges of the leaves, and if he found any difficulty in so doing would he readily understand what was the cause of such difficulty?

Ans: He would have no difficulty if he could do it after it was bound. There could be no difficulty because the book was solid until it was cut. If the pages were cut away as you describe, he would readily understand the difficulties.

X. Int. 59. And his experience as a book-binder would tell him intuitively that if the width of the short leaves were continued out to the edge of the long leaves, that such difficulties could be overcome, would it not?

Ans: Yes.

X. Int. 60. In Complainant's Exhibit Safeguard Perforated Ledger in which you have testified, I notice the corners of some of the leaves are cut away. Does a book-binder find any difficulty in coloring and burnishing the edges of such a book?

Ans: None whatever. It is done after it is burnished. The cutting is done after it is burnished.

X. Int. 61, Is there any difficulty experienced in cutting off the edges after the book is bound?

Ans: No.

*Attest*  
*Charles A. Osgood*  
*Notary Public*

*Jos. H. Workman*





(Question objected to by Defendant's counsel as incompetent and irrelevant)

Ans: I should use the first book shown here, which I call the Safeguard Account Book, the first reason being that it is a much easier and neater book to work on on account of its having for at least six months of the time, solid surface on which to write. The other reason would be on account of the cleanliness of the book, which for at least six months of the year as being a perfectly solid surface, prevents any dirt from getting in the book.

Int. 7, Please state a little more clearly what you mean by having a solid surface to write on?

Ans: I mean by a solid surface, that you have nothing but solid leaves here to write on, whereas on the other book you have vacancies or spaces.

Int. 8, After the perforated margins have been torn out from the Safeguard Perforated Ledger, are there not then the same vacant spaces to which you refer?

Ans: Those spaces may not occur at all and they do not occur until after a specified time, which from our records would be six months.

Int. 9, Then do I understand you that after the six months to which you refer they will occur necessarily?

Ans: Not necessarily.

Int. 10, You have spoken of six months. Please describe the Ledgers of which you are in the habit of using, stating for how long a time they are made, &c.

Ans: Our Ledgers are usually made to run a year. The kind of Ledgers we use are Sales Ledgers and Purchase Ledgers and lots of other books that we use to run a year.

Int. 11, These Ledgers running for a year, how is the printed matter arranged and how many perforated pages are there between



the unperforated?

Ans. In our system there is one perforated leaf in between. Headings are from January to December. One perforated leaf in between the solid leaves.

Int. 12, And what portions of the year are on the perforated leaf?

Ans: There are six months on the perforated leaves.

(Cross examination by Robert W. Hardie, Esq., counsel for Defendant)

X. Int. 13, Have you stated all of the reasons why you regard one of these exhibits as better than the other?

Ans: I have all that I think of.

X. Int. 14, Between the full pages marked respectively 1 I find an intermediate sheet indented about four inches from its margin. When you reached the margin of this leaf facing the first full page and the account is carried over to the other side of this indented leaf, has it been your custom to detach the strip of the intermediate leaf in the line of indentation?

Ans: After the balance has been taken off for the month, in this case it would be April, 1897, these margins are torn off.

X. Int. 15, Then as a matter of fact when these margins have been torn off of the three intervening indented pages, the outer edge of the section page does not have a solid packing, for as a matter of fact there is a space between that page and the preceding page equal to the thickness of the three indented pages, is there not?

Ans: There is if it is necessary to write upon the next page, when the preceding perforated portion is torn out.

X. Int. 16, Do you seriously desire a Court to believe that



after those margins are torn out, that dust will accumulate in the spaces left by those removed strips to such an extent as to inconvenience a Book-keeper or to make the book unsightly in any manner?

Ans: I would say yes in answer to that.

X. Int. 17, In what offices have you been employed as a Book-keeper?

Ans: The Michigan Radiator and Iron Manufacturing Co., Rathbone, Sard & Co., Detroit Metal & Heating Works.

X. Int. 18, Where are those offices located?

Ans: In Detroit, Mich.

X. Int. 19, In the other offices where a Book-keeper is employed, do you believe that dust accumulates to such an extent as to produce a result you have testified to in these Ledgers when the strips are torn off?

Ans: I do.

X. Int. 20, Then as soon as the first three intervening strips are torn off from ~~the books torn out of~~ Complainant's Exhibit Safeguard Perforated Ledger, the dust accumulates between the full pages in the spaces left vacant by the detached margins of the intervening pages, does it?

Ans. It does. This book as I understand it is the book referred to? Yes.

X. Int. 21, Please examine the intermediate pages between full pages 1 respectively of Complainant's Exhibit Safeguard Perforated Ledger and state whether or not the detaching line is cut clear through the paper or simply indented sharply?

(Question objected to as immaterial)

Ans: I could not state without a careful examination whether it is or not, although I would call it a perforation.



X. Int. 22,   Kindly make a careful examination and tell me whether you can find in those lines any perforations?

(Same objection)

Ans:   Well, as I said before, I should call it a perforation as I could not give it a careful examination with my naked eye.

X. Int. 23,   Then with the naked eye it is impossible to state whether it is a line of perforation or whether it is an indented line. Does that express your meaning?

(Same objection)

Ans:   I should say that it is a perforation, although I could not state positively.

X. Int. 24,   This testimony is now being taken in a room in which there are three electric lights burning; two lights in one set and one in the other. Please hold up the margin of one of these intermediate pages to the double light and tell me if you can point out a single spot where you can see the light through that page.

(Same objection)

Ans:   Yes, I would say that there are perforations there.

X. Int. 25,   Do you mean to say that you can actually see a perforation or a line of perforations through that paper in looking at the light.

(Same objection)

Ans:   Yes.

X. Int. 26,   At how many points can you see through one of these pages?

Ans:   There are a great many perforations that I could see in holding it up to the light.

X. Int. 27,   Can you tell whether these openings are round or oblong?





(Same objection)

Ans: I could not for they are so small. I could hardly tell whether they are round or oblong.

X. Int. 28, If it were desired to remove the outer margin from those intermediate leaves at the line of indentation, would you experience any difficulty in so doing in the book now before you?

Ans: I should say not. I have never experienced any in others. I, of course, never tried this one.

X. Int. 29, Do you regard it as material whether or not the line which separates the outer margin of these intermediate pages is a line of perforation or a line of indentation?

(Same Objection)

Ans: I should say that from my experience with the perforation which is in this particular book, that I have experienced less difficulty in removing that part than I have from the perfectly large round perforations.

X. Int. 30, I notice that Complainant's Exhibit Safeguard Perforated Ledger has the corners of the intermediate pages cut away so as to expose the numbering. Have the books which you have used had such a construction?

Ans: They have.

X. Int. 31, And do you find that books having the <sup>upper</sup> ~~paper~~ corners cut away in the manner shown in this exhibit enables a Book-keeper readily to learn the number of the adjacent page?

Ans: I think it is much better to have the corners cut for the reason that you are better enabled to discover what page you are working on.

X. Int. 32, And in using such books you have never found any



difficulty in ascertaining the number of the adjacent page have you

Ans: Not with the corners cut.

X. Int. 33, And if you were given a book such as Complain-  
ant's Exhibit Safeguard Perforated Ledger with the <sup>upper</sup> ~~paper~~ corners of  
the leaves cut away, it would be perfectly satisfactory to you as a  
Book-keeper, would it?

Ans: Perfectly.

Redirect Examination.

R.D.Int. 34, In opening a new Ledger at the beginning of a  
year, will you please state what the first work done upon the book  
is?

Ans: The first work is to re-enter the names from the old  
Ledger on the solid pages and the balances.

Attest  
Chas A Osgood  
Notary Public

Fredrick W. Monahan



DEPOSITION OF CHARLES WORKMAN.

CHARLES WORKMAN being duly sworn deposes in answer to interrogatories put to him by George O. G. Coale, Esq., of counsel for complainant, as follows:

Int. 1, What is your name, age, residence and occupation?

Ans: Charles Workman, age 36, Residence Chicago, occupation, Book-binder. Foreman for Rubel Brothers Bindery.

Int. 2, How long have you been in the book-binding business?

Ans: 23 years.

Int. 3, How long have you been employed by Rubel Brothers?

Ans: Well, I have been connected with them for over ten years and been in the bindery as foreman for two years.

Int. 4, Do Rubel Brothers make Ledgers and other account books for the Safeguard Account Co?

Ans: They do.

Int. 5, Were the two Ledgers which I now show you, marked "Complainant's Exhibit Long and Short Leaf Ledger and Complainant's Exhibit Safeguard Perforated Ledger" made by Rubel Brothers under your supervision?

Ans: They were.

Int. 6, These books are both ruled and printed. Is this done before or after the books are bound?

Ans: They are ruled and printed in flat sheets before binding.

Int. 7, In making the Safeguard Perforated Ledger after the sheets have been ruled and printed, what is the next step in making a book?

Ans: Perforation.





Int. 8, And what after perforation?

Ans: The making up as we term it in the trade term, which means the sorting and gathering and folding. While in the operation more or less sheets get soiled before putting them in the book and to insure a perfect book, we have them all inspected. Such sheets as are not perfect we lay them one side. By "not perfect", I mean defects in printing or ruling the sheets.

Int. 9, What is the next step?

Ans: The sewing.

Int. 10, Wherein does the making of a book after the perforating takes place differ from the making of the ordinary Ledger or other account book, which is not perforated?

Ans: There is no difference.

Int. 11, Will you please describe how Complainant's Exhibit Long and Short Leaf Ledger was made?

Ans: The book was finished entire before the leaves were cut out. Then they were cut off with the straight edge and tin. Tin is used for the knife to cut against to prevent the cutting of more sheets than desired.

Int. 12, Your brother has testified in this case that Long and Short Leaf books have been made by whip-stitching and also by folding long and short sheets. Would it have been practicable to make this book, Complainant's Exhibit Long and Short Leaf Ledger, in either of those ways?

Ans: It is not practicable. You could not produce equivalent of that book in that way.

Int. 13, Why not?

Ans: It would have taken too long to do it and you could not get paid for that.

Int.



Int. 14, Could the edges of the leaves have been colored and burnished and the same finish of the cover have been produced if the book were made in either one of those ways?

Ans: No, it could not.

Int. 15, Why not?

Ans: The color would have run in on the edges and spoiled the sheets. The cover would not have been as good as the present cover is.

Int. 16, Why not?

Ans: Because it would have warped, there being nothing in the front end of it to support it.

Int. 17, What was the relative expense of making the two books, Complainant's Exhibit Long and Short Leaf Ledger and Complainant's Exhibit Safeguard Perforated Ledger?

(Objected to by Defendant's counsel as incompetent and irrelevant)

Ans: Well, the difference in cost in making those dwells on the cutting out of the leaf or the perforating of the leaf, otherwise the book is supposed to be the same. The correct answer to this would require a detailed exposition of the process of binding. It would be enough to say that we could make the perforated leaf on what would cost between  $1/7$  and  $1/8$  of what the short leaf book would cost for cutting.

Int. 18, Suppose an error is made in perforating a sheet. When is the error discovered and how is it corrected?

Ans: The error is discovered as quick as we start to make up the book before any time has been put on it whatever. The sheet is cast out.

Int. 19, Suppose an error were made in cutting a sheet, as



in the long and short leaf Ledger, that is, suppose the wrong margin had been cut off; how could that error be corrected?

Ans: If the cut had been made in the forepart of the book and overlooked, the balance of the book would be destroyed, in fact you must build a new book.

Int. 20, In ordering your printing and ruling, do you make any allowance for waste in the filling of an order, and if so, what allowance?

(Objected to by Defendant's counsel as incompetent and irrelevant)

Ans: Yes, we usually allow 15 to 20 sheets.

Int. 21, What are the dimensions of the largest book that you make with a perforated margin?

Ans: I have made within the past year or so as large as 18 x 72 inches.

Int. 22, And what are the widest and narrowest margins outside the perforation?

Ans: From 1/2 in. to 3 inches.

(Cross examination by Robert W. Hardie, Esq., of counsel for Defendant)

X. Int. 23, How long, to your knowledge, have Rubel Brothers made blank books for the Safeguard Account Co., similar to Complainant's Exhibit Safeguard Perforated Ledger?

Ans: I cannot remember dates. I made the first ones made in Chicago for them; in the neighborhood of ten years, it must be ten years.

X. Int. 24, Rubel Brothers are part of the Safeguard Account Co. are they not?

(Objected to as it is not shown that the witness is of Rubel Brothers, nor that he has any way of knowing what Rubel Brothers' business relations may be)



Ans: I know only by hearsay.

X. Int. 25, Do you know who is the President of the Safeguard Account Co?

Ans: I understand Ira W. Rubel is President.

X. Int. 26, He is one of the firm of Rubel Brothers bookbinders <sup>by</sup> of whom you are employed, is he not?

Ans: He is a member of the firm.

X. Int. 27, Have you ever made any other books similar to Complainant's Exhibit Long and Short Ledger, except the one introduced in evidence in this case?

Ans: I have.

X. Int. 28, How many such books have you made?

Ans: Quite a number at various times; I could not tell how many.

X. Int. 29, Do you know what became of those books?

Ans: I do not, as I did not manufacture them for the party direct.

X. Int. 30, Were any of such books manufactured for the Safeguard Account Co?

Ans: Only that one shown.

X. Int. 31, Please explain how you came to manufacture only this one book for the Safeguard Account Co?

Ans: We make our books from the order ticket delivered to me first; we made it up from that ticket.

X. Int. 32, Do you wish to be understood as saying that the only instruction you had in regard to making that book is what you found on your order ticket?

Ans: I remember asking several questions as to the reason of their wanting short and long leaf book when perforated leaf was our





usual style of binding. I was not told what purpose it was for at the time.

X. Int. 33, Of whom did you ask these questions?

Ans: It was from the party who made the tickets for the Safeguard Account Co.

X. Int. 34, This book was made, then, from instructions given you by some of the officers or the employees of the Safeguard Account Co., was it not?

Ans: It was made as all orders I get are made up.

X. Int. 35, Now please answer my question?

Ans: Well, I asked the questions of the party who made the ticket. It was from an employee of the Safeguard Account Co.

X. Int. 36, Were the perforations in the Complainant's Exhibit Safeguard Perforated Ledger made under your supervision?

Ans: They were.

X. Int. 37, Please describe how those are made; by what kind of a tool?

Ans: Passing through what they call a Perforating Machine; a machine made for the purpose.

X. Int. 38, What kind of an instrument produces the perforating in such machines.

Ans: Steel wheel on the steam machine; and round pin on the foot power machine.

X. Int. 39, This steel wheel you refer to is provided with projections or teeth?

Ans: Yes, working in the female die produces the desired effect.

X. Int. 40, Please examine the intermediate or creased



(Objected to as immaterial)

Ans: No, it is not.

X. Int. 43, No, it is not?

Ans: I simply handled the sheet as looking through the book. You asked me to designate a page and the page I idly turned down. The effect was there before I touched it and is in the remaining part of the book which I have not handled.

X. Int. 47, Do you mean to deny the fact that after the question referred to was asked, you did not take that page and lap over the margin onto the body of the paper and press your fingers firmly against the joint and then take the same lap and reverse it against the other side of the sheet and press your fingers against the joint in the same manner?

Ans: You put it in an ambiguous way. I cannot answer it.

(Defendant's counsel states that it is a fact that after the question referred to was asked, the witness in the presence of the stenographer and Complainant's counsel did take the sheet referred to, did bend over the lap so that it was firmly against the page of the paper, press the joint firmly with his fingers, then take the same lap and turn it over on the other side of the page, press it with his fingers in the same manner; and Defendant's counsel gives notice that he will subpoena Mr. Coale and the stenographer taking the testimony to prove the facts now stated by counsel. Counsel for Defendant refuses to proceed further with the cross-examination of this witness until this matter has been called to the attention of the court.)



Direct Examination resumed.

R. D. Int. 43, In answer to the last question on cross-examination you offered to make an explanation which you were not allowed to make. Will you please make that explanation now?

Ans: I will. Mr. Hardie asked me if I saw any particular page, could designate any certain page wherein any particles have been removed. I happened to have in my fingers at the time a particular page which I did bend over, intending it for reference for future use if they should happen to want to see that page that I had looked at.

R. D. Int. 49, Had any portion of the paper been removed by perforation from that page before you creased it?

Ans: There had, as there is in every other page in the book that is intended to be perforated.

R.D.Int. 50, I think the misunderstanding between you and Defendant's counsel has arisen from the fact that in the first question in regard to this matter, you understood him to mean that by the creasing which you had done to the leaf you had produced a result which was not there before and I understand you now to say the result was there before the creasing took place and that your creasing, while perhaps it may have increased the result, was done by you not for the purpose of increasing the result, but for the purpose of identifying the leaf. Am I correct in my supposition?

Ans: It was purely for identification.

Cross Examination resumed.

X. Int. 51, What was done for the purpose of identification?

Ans: I turned the leaf down previous to the last half of page 9 in answer to his question, could I point out a certain leaf



where particles had been removed for perforation. While waiting for him to produce his next question I run my thumb down the folded leaf.

X. Int. 52, As a matter of fact before you did that you reversed it and turned it down the other way, did you not?

Ans: I did it idly and do not remember.

X. Int. 53, Now you may save yourself the trouble of identifying the page and take the first short page or indented page adjacent to full page, No. 18 of this book, and point out what part of the indented line has been removed of that page.

(Question objected to as immaterial.

Ans: Witness marked page with a pencil.

X. Int. 54, Now you mean to state as an intelligent mechanic that where you have indicated by the pencil marks, that the paper has been removed, leaving an opening at such points through which you can see?

Ans: Yes sir.

X. Int. 55, Do you find the openings or indentations larger at these points than any other points on the page?

(Objected to as immaterial)

Ans: The appearance of some of the perforations is clearer than others owing to the pressure we apply to books in course of binding.

X. Int. 56, Do you recognize any difference between perforations and indentations in a sheet of paper?

Ans: A good sharp cutter on a perforation will remove a slip entire or a dull cutter will indent it only. The effect is the same.





X. Int. 57, Can you remove a slip of paper from a sheet by means of a <sup>cut</sup> ~~leaf~~ of indentations as readily as by a <sup>rip</sup> ~~leaf~~ of perforations?

Ans: Perforations would be the easiest to remove. There is not a great deal of difference.

E. Int. 58, The  $1/7$  or  $1/8$  difference that you refer to in the cost of these books was in the cost of binding, was it not, or was it in the cost of the entire book?

Ans: The difference which I speak of is between the cut off leaf and the perforated leaf only. It refers to the binding.

X. Int. 59, And you based that estimate on making one book of the kind designated as Complainant's Exhibit Long and Short Leaf Ledger, did you?

Ans: I did.

X. Int. 60, Did you wish to be understood as saying that you do not know how to make a book of Complainant's Exhibit Long and Short Leaf Ledger without making the pages of the same width originally and cutting the shorter pages after the leaves have been bound?

Ans: I can make them three ways.

X. Int. 61, Then it is not essential that the book be made in the way described in my last question is it?

Ans: It is essential in so much that it would be much cheaper to make it this way than any of the others that I know of.

X. Int. 62, I notice that Complainant's Exhibit Safeguard Perforated Ledger has the paper corners of the pages between the numbered pages cut away. Now, will you explain what happens when you cut off the corner of a wrong page so as to cut off the numbered corner?



Ans: It has been so long since I had one cut off, that I do not really know what I did say. I paged the side of where it should have been paged.

X. Int. 63, Does such a result happen very often? That is, cutting off the corner of the wrong page?

Ans: Very seldom indeed.

X. Int. 64, There is no more need of cutting off the wrong margin of a page than there is cutting off the wrong corner of a page, is there?

Ans: In clipping the corners as shown on this book, we have the perforated sheet as a guide. Those sheets that are to be cut are perforated. In the way we would have no guide. We would run into mistake without knowing it.

X. Int. 65, Your last statement is not correct, is it? You have the intervening page numbers as guides, <sup>would</sup> ~~should~~ you not? Would not any mechanic of any skill at all know enough to clip the edge of the unnumbered pages having the numbered pages clearly before him as guides?

Ans: If the pages were so numbered before cutting: but they would not be so numbered until after cut. The numbering would be the last operation.

X. Int. 66, Is it not as easy to number before the cutting as it is to number after the cutting?

Ans: No.

X. Int. 67, Why not?

Ans: It would be most too slow. You would not get paid for it.

X. Int. 68, How would it be too slow? Please explain.



Ans: The operator of the job machine, who puts the numbers on the corner of the leaves, would have to take considerably longer to count the exact place between pages that ought to be numbered, wherein the perforated book the pages open at the desired place from the mere fact of their being perforated.

Re-direct examination.

R.D. Int. 69, When the order was given to make Complainant's Exhibit Long and Short Leaf Ledger, were you instructed in any way by the order slip or by the employees in the Safeguard Co. as to how the book should be made, whether the short leaves should be cut off after the book was bound or whether any such specific directions were given to you?

Ans: I believe there was some notations on the job ticket to the effect that this book was to be a long and short leaf book, not perforated.

R.D.Int. 70, But were you instructed how to get the long and short leaf result, whether by cutting or by folding long and short leaves or whip-stitching, or was all this matter left to your own skill and efforts?

Ans: The manner of procedure was left entirely to me; the result was what they wanted.

R.D.Int. 71, You have been asked whether in the perforated Ledger there were any holes through which light could be seen. I will ask you whether or not there is any indication in the way of paper dust or residue, which collects under the perforating machine which does this perforating work?

Ans: Yes, there are peices removed by the perforater.

Cross examination resumed.



X. Int. 72, Is the book, Complainant's Exhibit Safeguard Perforated Ledger a fair sample of the books as put on the market by the Safeguard Co. in respect to the line of indentation or perforating or in other words, were the indentations made by the same machine that makes the other books furnished by you to the Safeguard Co?

Ans: The same machine perforated this that I use in all my books.

X. Iny. 73, The machine, as I understand it, which makes this row of indentations or perforations consists of an upper disk provided with teeth on its edge, and below this disk and slightly to the side of the same are two disks with plain edges, leaving the space between the disks directly under the tooth wheel, is it not?

Ans: Yes.

*Chas. Workman,*

*Attest*  
*Chas. A. Osgood*  
*Notary Public*





CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

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IN EQUITY  
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No. 877,

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON & CO.  
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I, CHARLES A. OSGOOD, Notary Public and stipulated Special Examiner herein, do hereby certify that upon the 28th day of April 1897, JOSEPH H. WORKMAN; CHARLES WORKMAN and FREDERICK W. MONAHAN

witnesses on behalf of the complainant, being of sound mind, appeared before me, and having been sworn to testify the truth, the whole truth and nothing but the truth, their depositions reduced to writing were read over to them and signed by them in my presence.

I further certify that I am not of counsel for either of the parties in this cause nor interested in the same.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal this 20<sup>th</sup> day of May, 1897.

*Charles A. Osgood*

Notary Public & Special Examiner.



CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

No. 877

-----  
IN EQUITY  
-----

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON & CO.  
-----

EVIDENCE FOR COMPLAINANT IN REPLY.

Taken pursuant to the sixty-seventh Rule of the Supreme Court  
of the United States in Equity, as amended.

Before me,

Special Examiner.

19 Pemberton Sq., Boston,

Sept. 23, 1897, 11 A. M.

Met pursuant to Agreement.

PRESENT      Mr. George O. G. Coale, of Counsel for complainant.

              Mr. Robert W. Hardie,      of Counsel for defendant.

DEPOSITION OF CHARLES F. BROWN.

Direct Examination by George O. G. Coale, Esq., of Counsel  
for Complainant.

Int. 1,      What is your name and have you before testified in  
this case?

Ans:      Charles F. Brown; I have.



Int. 2, Have you examined the evidence given in behalf of the defendant in this case, and if so, does it in any way alter any opinion which you have expressed in relation to the inventions of John W. Horne here in controversy?

Ans: I have examined this evidence without any change in my opinion .

Int. 3, Have you also read ~~the~~ and do you understand the evidence for complainant in reply heretofore given?

read

Ans: I have and understand the same.

Int. 4, Will you please state concisely what you understand to be the novelty of the ~~Morse~~ device of the earlier Horne patent evidence in controversy, in view of the ~~testimony~~ given since your last deposition?

Ans: The novelty consists in a series of perforated leaves interposed between unperforated leaves, the leaves being of substantially the same size and the perforations of the perforated leaves being arranged to form removable margins at the outer portions of the perforated leaves, so that the perforated leaves, one or more of which are interposed between each unperforated leaf and the next, can be shortened or reduced in width to form alternating long and short leaves. It appears to be well settled that for certain purposes an account book made up of longer and shorter leaves, as shown in the patent referred to, is very desirable and convenient. It also appears that certain practical difficulties or objections present themselves to the book-binder when a book is made by assembling leaves which are made of different lengths before the operation of binding. Among these objections may be mentioned the following:



1st, The expense of assembling the long and short leaves for binding, it appearing from the evidence that more time and care are required than in assembling a series of leaves or sheets of uniform size. In making thick or heavy books the sheets are assembled in series, the sheets of each series being stitched together through the creased central portions. In assembling long and short leaves for stitching after this method, the ~~xxxxxx~~ sheets required to be folded off the center to make one leaf wider than the other, and in properly assembling these to produce the desired arrangement of long and short leaves, more time and care are required than in assembling sheets which are of the same size and are therefore folded on the center. There is another method of attaching ~~xxxxxx~~ sheets together known as whip-stitching, but as this operation involved stitching through the superimposed sheets at points near their edges, it can only be practiced, as I understand, when very thin books are required, and is not suitable in the manufacture of thick and heavy books like ledgers, because the leaves cannot be opened or ~~xxx~~ separated with sufficient freedom at their inner or connected edges.

2nd, After a series of long and short leaves are assembled and bound, the edge portions which are made up of the projecting parts of the longer leaves, are not firm and solid, the said projecting portions being separated by crevices, so that difficulties are encountered in coloring the edges, the color sinking into the crevices, and in rubbing or burnishing the edges, and in pressing the book, the difficulty in the last mentioned operation resulting from the fact that the outer portions of the lids are not adequately supported by the intervening projecting portions of the





longer leavee and are liable to be ~~ax~~ bent inwardly when under preesure.

3rd, When the completed book is in use, the projecting portions of the unperforated leavee, ~~axx~~ not being firmly supported, owing to the crevicee, cannot be conveniently written upon, because they sink under the pen. Moreover the crevicee between the projecting portions of the leavee afford lodgment for duet and dirt.

In the book of the earlier Horne patent in suit, all these objections were obviated by making the sheete of the same size throughout so that they could be conveniently and economically assembled, ~~axx~~ bound, <sup>by</sup> the methode commonly practiced in binding and thick ~~axx~~ heavy booke, and in perforating some of the leavee to form removable margins, whereby the user of the book is enabled to shorten such leavee as require to be shortened, ~~ae~~ fact ~~ae~~ occasion requiree. The unused portion of the book therefore, preesente firm and solid edgee supporting the outer portions of the leavee that are being used, and preesenting no crevices for the admiesion of duet.

~~earlier~~

So far as I am aware, ~~the book of the earlier Horne patent is the first to have been produced~~ the invention of the earlier Horne patent in suit furnished the first and only remedy for the information as to objections which I have pointed out. My ~~knowledge~~ of these objections is derived from the evidence in this case and is not the result of my own experience, as I have no practical knowledge of book-binding.

I should have etated at an earlier point in this aneswer that long and short leaved books are sometimes made by assembling and binding together seriee of sheets of uniform eize and then cutting



off portions of some of the leaves to shorten them. This cutting operation is necessarily slow and therefore expensive, owing to the time required

Int. 5, As one accustomed to read drawings, will you please state if the sheet I now show you is a fair sample of the sheet shown in the drawing of the exhibit Mayer patent. (The witness is shown Defendant's exhibit page of Mayer patent) And you may give any reasons for your opinion.

Ans: This sheet is not a fair sample of what is shown in the drawing of the Mayer patent because only one of the leaves is perforated, whereas the drawing of the Mayer patent plainly shows that each of the leaves composing the sheet is perforated so that each of two adjacent leaves joining ~~pages~~ will have a removable margin. One of these margins is lettered A and the other A' in the said drawing.

Int. 6, Suppose a number of sheets like defendant's exhibit page of Mayer patent, were bound together, wherein would the book differ from defendant's exhibit book of the Mayer patent?

Ans: ~~It would differ in having perforations on every sheet~~  
~~It would differ in having~~ The book of the Mayer patent is composed of a series of sheets stitched together at the creases along their central portion. If these sheets were made and folded like the exhibit page of the Mayer patent and stitched together ~~into one~~ to form a book of the size of ~~the exhibit~~ the exhibit Book of Mayer patent, the first eight pages would have no perforation while each of the succeeding eight pages would be perforated. The arrangement would therefore differ materially from that shown in the said book, where the perforated and unperforated leaves alternate.

Int. 7, Please describe the device of the Mayer patent and point out any difference which may exist between it and the device



described in the claims of the first Horns patent, and if you desire, you may produce and make use in your answer, of any model to illustrate your description.

Ans: The drawing of the Maysr patent shows ~~a~~ ~~two~~ a sheet intended to form two facing pages of a ledger. The sheet is provided with two lines of perforation, one near each end, forming two removable margins, one of which is shown at the right-hand end of the drawing and is lettered A, while a portion of the other is shown at the left-hand end of the drawing and lettered A'. The portion A' is shown as folded from its original position over against the body of the leaf to which it is attached. It is evident that each leaf of the Maysr device was intended to be perforated. This is shown not only by the drawing, but by the specification. The following extracts from the specification are in point:

"In the drawing which represents a double page of the ledger and balance-book, (the middle of the double leaf being cut away to leave space) the columns headed '1', '2', '31', are columns for posting the transactions of each day's business for a month, the column headed '1883 March' is for the titles of the different accounts, and the column headed 'A' and partial column on the left marked 'A' are supplemental columns to be used in transferring from one page to another, as hereinafter set forth."

(See lines 20 to 31, page 1, printed specification)

"and on the last business day the balances are carried to the column A on the supplemental section of the leaf, at the extreme right hand of the page."

(See lines 50 to 53, page 1)

"On the supplemental column A no items are to be posted, however, and the balance from the last day of the month is carried to the upper space, while the name of the account is written in the space below the line. The supplemental section is then cut or torn from the leaf, or merely folded over, and the balances and titles of the different accounts copied to the succeeding page. At the left side of the drawing is shown the supplemental section folded over from the preceding page, and the balances which appear on it are transferred to the column for March 1. I have found it best





in practice to cut or tear off the supplemental section because if folded over it covers the space intended for the name of the account on the succeeding page, and for convenience in detaching it, a row of perforations m,m, separate it from the body of the sheet."

(See lines 59 to 78, page 1)

It is obvious therefore, that since the drawing shows one sheet forming what is called a "double page" and shows two removable margins or supplemental columns, (as they are called in the specification) A,A', that ~~xxxx~~ there must be a row of perforations and a removable margin on every leaf.

The specification also describes a short "inset" inserted between the two pages, this being, as I understand it, a shorter sheet or leaf which does not extend to the outer edges of the two pages shown in the Mayer ~~xxxx~~ drawing. I have a ~~modelxxxxxx~~ certified copy of the model filed with the application which resulted in the issuance of the Mayer patent. This model embodies the sheet forming the double page described in the Mayer patent and the intermediate short inset. It does not contain the perforations <sup>it</sup> shown in the drawing of the Mayer patent, but shows on each of the full leaves, a column or section which is evidently intended to be removed after the manner described in the Mayer specification.

I have already stated that the device of the first Horne patent does not have a removable margin on every leaf, but has a series of full leaves between which are interposed leaves having removable margins. The said Horne device and the device of the Mayer patent differ in that in one the perforated leaves alternate or are interposed between unperforated leaves, while in the other, every leaf is perforated or has a removable margin.

I have here a book which embodies what I understand to be the invention of the Mayer patent. Each leaf of this book has a remov-





able margin. This book is marked on the back "Mayer's Patent". I have another book marked on the back "Horne's Patent applied to the first Mayer's Patent". This book shows ~~one~~ leaf having a removable margin but without perforations substantially as shown in the Mayer model, and the second page divided with two rows of perforations, the outer row forming a removable margin, while the other row forms a guide by which a portion of the second sheet may be turned over against the body of the sheet.

The various models produced by the witnesses are put in evidence for complainant and are marked as follows: The certified copy of the Mayer model is marked "Complainant's Exhibit Mayer Model", with the ~~initials~~ initials of the magistrate.

The book marked "Mayer's Patent", is marked "Complainant's Exhibit Book of Mayer Patent, with the initials of the magistrate, and the book marked "Horne's Patent applied to Mayer's Patent", is marked "Complainant's Exhibit Horne-Mayer Book", with the initials of the magistrate.

Counsel for complainant also puts in evidence "Complainant Exhibit Thompson's Sample Book" referred to by him in the cross examination of defendant's witness Thompson, and the exhibit is so marked with the initials of the magistrate.

Cross examination by Robert W. Hardie, Esq. of Counsel for defendant.

X. Int. 8, All of the leaves of the Mayer patent, when embodied in a book, are of the same width if no short inset ~~is~~ is used, are they not?

Ans: They are.

X. Int. 9, The specification of the Mayer patent does not state that such inset is shorter than half a full page, does it?



Ans: It does not specify the relative length of the inset.

X. Int. 10, When the exhibit "Complainant's Exhibit Mayer Model" was received from the Patent Office, was there any crease on the outer portion of the page such as is there now, or was that crease made in handling the exhibit?

Ans: I think the crease was made since the model was received.

X. Int. 11, Do you understand that the exhibits marked "Complainant's Exhibit Book of Mayer Patent" and the book marked "Horne's Patent applied to Mayer's Patent" were manufactured by Mayer or under his instruction, or were they made under the supervision or direction of the complainant in this case?

Ans: I do not know by whom they were manufactured nor under whose instruction or supervision. I understand however, that they were manufactured by the complainant.

xxxixxxx2,

*Charles F. Brown*

It is stipulated by and on behalf of complainant that <sup>Defendant</sup> ~~Complainant~~'s Exhibit Raymond Trial Balance" was duly copyrighted at the time or date designated on the first printed page of said book.

It is stipulated on behalf of defendant that the complainant company is a corporation duly established under the laws of the State of Illinois, as alleged in the bill of complaint.

*Cl*

Takegrand Street Lo

677

Edwards & Livingston

Evidence for & against  
in History

[illegible]

## DISTRICT OF MASSACHUSETTS.

Safeguard Account Company

In Equity      No. 677.

Edward F. Wellington and Company.

Please enter my appearance as respondent in person in the  
above entitled cause.

to J. H. Kellogg.

doing business under the name of  
EDWARD F. WELLINGTON & COMPANY.

Dated. Boston, Mass., January 3, 1896.

To

Clerk of United States Circuit Court,

District of Massachusetts.



277

Refuge and Ext. Co.

Wellington

Appearance for  
Deft



CIRCUIT COURT OF THE UNITED STATES.

DISTRICT OF MASSACHUSETTS.

----- o  
Safeguard Account Company

vs.

Edward F. Wellington & Co.  
----- o

Proofs for final hearing taken on behalf of the defendant.

Albany, N. Y. July 21st., 1896.

Proofs for final hearing taken on behalf of the defendant pursuant to agreement before Charles H. Mills, Esq., Notary Public.

P r e s e n t : Mr. George O. G. Coale, of  
counsel for complainant.

Mr. J. C. E. Scott and Robert W.

Hardie, of counsel for defendant.

Counsel for defendant offers in evidence Patent

Office copies of United States Patent

J. H. Gleim, No. 72,629. Dated December 24, 1867.

John C. Bonnell, No. 135,760 Dated Feby. 11, 1873.

Re-issue John C. Bonnell, No. 9,249. Dated June 15, 1880.

Jacob A. Jackson, No. 290,432. Dated December 18, 1883.

Esron Mayer, No. 307,211, Dated October 28, 1884.

Walter Thomson, No. 385,648. Dated July 3, 1888.

Re-issue, Walter Thomson, No. 10,977. Dated Dec. 25, 1888.

Counsel for defendant also offers in evidence copy

Graves Printed Index and marked defendants Exhibit Graves Index.





Objected to by counsel for complainant on the ground that there is no proof at present as to the time when the exhibit was published.

Counsel for defendant offers in evidence a copy of Raymonds Trial Balance Sheet, and it is marked Defendant's Exhibit Raymonds Balance Sheet.

Same objection.

WALTER THOMSON, being duly sworn on behalf of the defendant testifies as follows:

Direct Examination by R. W. Hardie:

- Q. Please state your name, age residence and occupation? A. Walter Thomson, age 39, residence Albany, N. Y. occupation book-keeper.
- Q. How long have you been engaged as book-keeper? A. Twenty-two years.
- Q. Are you the Walter Thomson to whom letters patent of the United States No. 385,648 were issued July 3, 1888, and re-issue No. 10,977 were issued to you Dec. 25, 1888? A. I am.
- Q. And are you the same Walter Thomson who was complainant in the suit of Thomson vs. The Citizens National Bank of Fargo decided in the Circuit Court of Appeals Nov. 14, 1892, and reported in Vol. 53 of the Federal Reporter at pages 250 - 256? A. I am.
- Q. Have you any knowledge, if so, to what extent, of Bank Account Books made with long and short leaves, on the margin of which long leaf were usually written the names of those having accounts, the remainder of the page and the right hand page being used to denominate accommodate the business of the days of the week or month; the entry of the accounts being continued on the same line with the name of each account? A. I have known of books so constructed, beginning with sometime in 1882, and have used the same as a bank book keeper commencing with May 1886 up to 1890.
- Q. No. 6. State more explicitly what you mean when you say you have known of such books? A. I have seen sample sheets of such books sent out by various stationers and I have seen such books in use in banks as early as 1883.
- Q. No. 7. Please state how such books compare in respect to the arrangement of the names, pages, and lines on the pages, with the book marked defendants Ex. Raymonds Balance Sheet A. They were substantially the same.
- Q. No. 8. How long have you known of this particular style of account book in use public use? A. If you mean the Raymond Trial Balance Book since 1879.



- Q. No. 9. What fact, if any enables you to recall the use of this book at that time? A. As bookkeeper in a dry goods establishment there in Detroit, Mich. in 1879 I bought and used such a book. I left Detroit in 1880, and have not been there since.
- Q. No. 10. I would call your attention to the numbering of the pages of this Raymond Trial Balance. It appears in this Exhibit that but one number is used for the page having the name column the short page and the long page opposite the name column and that similar sets of pages throughout the book are designated by a single number. Was that feature common to the book which you used in Detroit at the time you have mentioned? A. It was.
- Q. No. 11. When such a book as the Raymond Trial Balance is in use do or do not the several pages mentioned in the last question constitute in effect a single page? A. They do.
- Q. No. 12. Referring to complainant's patent No. 393,507 will you state what difference in construction you find between the short sheet of the Raymond Trial Balance and the perforated sheet of the Horne Patent? A. ~~In~~ The perforated sheet in the Horne Patent is carried out to the edge of the page while in the Raymond Trial Balance that portion is omitted.
- Q. No. 13. With the exception then of the difference, that in the Horne Patent the intermediate page is carried out to the edges of the full page and is provided with a line of perforations, what other differences, if any, do you find in the construction and arrangement of the pages of the Raymond Trial Balance when compared with the Horne Patent? A. I can see none.
- Q. No. 14. What is the purpose of the row of perforations referred to in the Horne Patent No. 393,607? A. To enable the removable margin to be readily detached, I should say.
- Q. No. 15. State what knowledge you have, if any, in regard <sup>the</sup> to manner of the numbering opposite pages of cash books, ledgers and similar books prior to 1886? A. As long as I have been a book-keeper I have used cash books numbered the same on opposite pages.
- Q. No. 16. Please examine copy of patent to Mayer No. 307,211 and state how the page illustrated on sheet 2 of the drawings compares with the page I now hand you? A. It is a faithful copy of the same.
- Page offered in evidence by defendant and marked Defts. Ex. Page of Mayer Patent.
- Q. No. 17. On page 1. of the Mayer Patent beginning at lines 20 it is stated "In the drawing, which represents a double page of the ledger and balance book (the middle of the double leaf being cut away to save space):" bearing in mind that this is a double ~~leaf~~ page, if several of such pages were bound together, what result would be produced?



A. to Q. 17. A book like this, which I now have, having alternate perforated and unperforated leaves.

Book offered in evidence by defendant and marked defts. Ex.  
Book of May Patent.

Q. No. 18. Please compare this book with the drawing shown in Letters Patent to Horne No. 392,507 and state what resemblance or differences you find in the construction and arrangement of the pages, referring especially to the width of the pages, to the perforated and unperforated leaves? A. In construction and arrangement of perforated and unperforated leaves, they are the same, and as to the relative ~~to the relative~~ width of the pages they are the same.

Q. No. 19. State when you first made and used an account book similar in construction to that shown and described in letters patent issued to you July 3, 1888 and dated 385,648? A. I ordered the first book in April, 1886, and received it from the binder in May, 1886 and commenced using it immediately thereafter.

Q. No. 20. Assuming that the short pages shown in the drawings of this patent were continued out to the edge of the long pages and were marked by a row of perforations at about where the short pages now end, what difference if any would there then be between such a construction of ~~account~~ book and the construction illustrated in Patent to Horne 393,507 Dated Nov. 27, 1888? A. In construction they would be exactly alike with the exception of the crease shown in the Thomson Patent and the relative arrangement of the ruled lines to ~~enable the patent to~~ make the device operative - that is the Thomson device.

Q. No. 21. Assuming that a book be constructed similar in all essential respects to the device shown and described in the patent to Horne No. 392,507, excepting that a sharp crease be substituted for the row of perforations mentioned in the Horne Patent and assuming that the pages be numbered the same what would be produced? A. A book answering every purpose described in the Horne patent. I have here such a book.

Book offered in evidence by ~~defendant~~ <sup>live</sup> defendant and marked illustrated  
Defendants Exhibit Illustration Horne Book

Q. No. 22. Would such crease in the book last mentioned enable the outer portion of the leaf to be detached from the rest of the page? A. It would.

Q. No. 23. With what ease or facility could this be done as compared with a row of perforations similar to that shown in the Horne Patent in suit? A. With equal ease or facility.

Q. No. 24. Please compare the book I now hand you with the book illustrated and described in letters patent in suit No 393,507 issued to Horne November 27, 1888 and state what points of difference or similarity you find between them? A. In construction they are the same with the exception that in the Horne patent the opposite leaves are numbered on the upper corners and the portion of the inside leaf is cut away





while the book which you have handed me the opposite pages are numbered at the top about four inches from the outside edge and the corresponding portion of the inside leaf is cut away in a semi-circular form to expose the aforesaid numbers.

- Q. No. 25. What difference if any in convenience or manner of use would a book keeper experience in using the book in question as compared with a book of the Horne construction? A. It could be used with equal facility.

Book offered in evidence and marked Defendants Exhibit illustrative book of Horne Patent No. 393,507.

- Q. No. 26. What knowledge <sup>have</sup> you if any, of the use of books wherein a portion of one page is cut away to expose the page designation of an adjoining page? A. As long as I have been a book keeper I have used such books and have known that they were in general use.

- Q. No. 27. You of course have been familiar for the past twenty years with the ordinary index<sup>ed</sup> book such as I now hand you, have you not? A. Yes, sir, I have.

Book offered in evidence marked Defs. Ex. Indexed Book No. 1.

- Q. No. 28. And you have also been familiar during such time with general index books such as I now hand you have you not? A. Yes, sir; I have.

Book offered in evidence by defendant and marked defendants Ex. Exhibit Book No. 2.

- Q. No. 29. Please state for what purpose books of the character of defendants Exhibit Index Book No. 1. have been used prior to ~~1822~~ 1886? A. Among other uses they have been used as "petty ledgers." I remember that the first set of books that I kept in 1876 contained among them a "petty ledger" for small accounts identical in construction with this book.

- Q. No. 30. Do you understand that the pages of the book shown in the Horne patent No. 393507 dated Nov. 27, 1888 are cut away for any other purpose than to disclose the page numbering of the adjacent page? A. I understand that that is the only purpose.

- Q. No. 31. Suppose a book keeper had in use a book similar to that shown in the last named patent, but in which the unnumbered page was of exactly the same size as the numbered pages and he ~~desired~~ found such a construction inconvenient because of the fact that the page numbering was concealed by the unnumbered page, what in your opinion would be the first thought that would occur to his mind for the purpose of overcoming such difficulty? Q. Cut away the corners of the unnumbered pages.

- Q. No. 32. What amount of experimenting would be required by him to determine the best way of overcoming this difficulty? A. None whatever.





Q. No. 33. What other ways of overcoming this difficulty would occur in your opinion to an ordinary book keeper? A. Cutting away the corners would be natural and easiest way of doing it.

Q. No. 34. Can you think of any other way in which said numbers can be exposed except by cutting away a portion of the leaves?  
A. No, sir.

Q. No. 35. You are engaged in manufacturing and selling to the trade account books substantially the same as those described in letters patent ~~303~~ 385648 dated July 3, 1888 are you not?  
A. Yes, sir. I have been since 1893.

Q. No. 36. And you had manufactured and sold to the defendant in this case the book which is the subject of the alleged infringement and used by Edward Wellington of Boston Mass.? A. Yes, sir, I did.

Are

Q. No. 37. The book of this character which you furnish the trade cut away in any portion of the intermediate leaf to disclose the page numbering of an adjoining page? A. No, sir, they are not.

Q. No. 38. Since you have been engaged in furnishing such books to the trade what demand if any have you had for books of this character, having portions of the intermediate leaves cut away to expose the page numbering of the adjacent pages? A. I have never had any such demand.

Q. No. 39. You have said that the ~~suret~~ outer portion of a page may be as readily detached from the remainder of the page by means of a sharp crease as by means of a row of perforations. The question naturally arises why do you not use a sharp crease instead of a row of perforations on the book you manufacture?  
A. For this reason: my patent already contemplates by its specifications a crease or a row of perforations along a predetermined line in order that the margin may be folded to receive balances resulting from the preceding day's work. Now when I desire to extend this short leaf ~~to the margin of the~~ to the edge of the book I must either put in two creases or two lines of perforations; ~~should~~ or one crease and one perforation. In order therefore to make it less confusing to a user of the book I determined to put in a crease in order that the balances might be transferred according to the patent and a line of perforations to show where the excess of the page should be detached from the body of the page, judging that an ordinary book keeper would not thus be confused by two creases or by two perforations.

Q. 40. Have you any knowledge as to whether or not it has been common for many years prior to 1886 to provide books of various descriptions with rows of indentations similar to the slip I now show you, instead of perforations, for the purpose of severing one portion of the leaf from another? A. I have often seen such indentations, not only in this form but also where printers set up from the body of their type a row of points in order to detach one portion of the page from another. To my knowledge this practice has been common for twenty-five years.



*sample of specimen of ledger as in last of*  
*indented ledger*  
 Slip offered in evidence by defendant, marked Def'ts. Ex.  
 Indented Mileage Slip.

Cross Examination by Mr. George O. G. Coale:

X-Q. 41. In your 39th. answer you <sup>refer</sup> to "extending the short leaf to the edge of the book and putting in a crease and a perforation." Why is it desirable to so extend the leaf?  
 A. In order to make the book appear like an ordinary ledger with full leaves.

X-Q. 42. Wherein does the sample balance ledger which I now show you differ from the structure referred to in your re-issue patent No. 10,977? A. It does not differ.

X-Q. 43. And wherein does it differ from ~~a book~~ and an account book made with long and short leaves <sup>on the</sup> ~~margin~~ <sup>margin</sup> of which long leaf we're usually written the names of those having accounts, the remainder of the ~~page~~ <sup>page</sup> and the right hand page ~~being~~ <sup>being</sup> used to accommodate the business of the days of the week or months the entry of the accounts being continued on the same line with the name of each account such as you have known since 1882? A. It differs in this respect that the right hand end of each short leaf has a margin adapted by folding ~~to~~ <sup>to</sup> receive the last day's balance, and that the ruling of the book is re-arranged to make this device operative.

X-Q 44. Please describe what you mean by a margin adapted by folding? A. I mean that the second page of each short leaf is to commence with the balance column; that to the right of ~~each~~ <sup>each</sup> column and outside of such column is a crease extending from the top of the book to the bottom, and that the ruling on the first half or page of each short leaf is so arranged that when this margin is folded to the left it will just come to but not cover the end of the column containing the last day's work on the ~~the~~ <sup>the</sup> first half of the page.

X-Q. 45. Referring now to defendant's Exhibit, Book of Mayer Patent I would ask whether in your opinion that book is a fair sample of the book constructed in accordance with the specifications and drawings of the Mayer Patent?

Objected to by defendant's counsel as incompetent. Defendant's counsel states that the witness is produced as a practical book-keeper only, and not as an expert familiar with the interpretation of letters patent.

A. Looking at the cut shown in Mayer's patent I should say it was a very faithful representation.

X-Q. 46. You have testified I believe that you ~~made~~ <sup>made</sup> ~~th~~ furnished the defendants with the book which they are sued for using. Are you defending this suit? A. Yes, sir.

*Wm. H. Brown*



JAMES H. HENDRIE being <sup>pro</sup>duced by the defendant and duly sworn, testified as follows:

- Q. Please state your name, age, residence and occupation?  
A. James H. Hendrie, age 40, residence Albany, and occupation book-binder and blank book manufacturer.
- Q. No. 2. How long have you been engaged as a bookbinder and blank book manufacturer? A. Twenty-five years.
- Q. No. 3. Have you any knowledge of the public use of account books having alternate long and short leaves with the names of individuals or accounts arranged in a column on the left hand page and the accounts carried out across the long and short leaves on a line with the respective names. If so, state what knowledge you have of such use? A. I have known them to be made as long as I have been in the business. Made for different uses; names usually on the left hand column.
- Q. No. 4. Were many of such books of the same or of a different character as <sup>in the</sup> defendant's Ex. Raymond Trial Balance sheet which I now hand you? A. Practically the same - different rulings used for different purposes; <sup>practically</sup> the same book.
- Q. No. 5. How <sup>have</sup> ~~is~~ such books been numbered? A. Numbered from right and left hand pages alike and sometime right only and some times left only.
- Q. No. 6. And how long have you known of such system of numbering to have been in common use? A. As far back as 1870.
- Q. No. 7. Please examine such exhibit ~~and~~ and compare its general construction with the book shown in the patent to Horne No. 393,506 and dated Nov. 27, 1888, and aside from <sup>the ruling and</sup> the fact that such Horne patent shows a detachable strip which may be severed by means of a row of perforations, what other differences, if any do you find in these two constructions? A. This book the Raymond patent has been cut after the book was made up. The Horne book would make a book with pieces to be torn afterwarde as required.
- Q. No. 8. Are or are not the books the same so far as their general construction and adaptibility for the same uses; ~~the same?~~ disregarding the ruling and the auxiliary strip and row of perforations of the Horne patent? A. They are identically the same for the same purpose.
- Q. No. 9. If the short leaves of the Raymond Trial Balance are extended out to the same width as the long leaf and a row of perforations extends at what is now the outer edge of the short leaf, would or would you not produce the Horne structure.  
A. Yes, sir; the same book.
- Q. No. 10. Please examine defendant's Exhibit ~~and~~ <sup>examine</sup> page of Mayer patent and compare the same with the drawing shown in the patent to Mayer No. 307,211 dated Oct. 28, 1884 and state whether such exhibit is or is not a correct representation of the drawing shown in such patent? A. It is the same ruling and same formation all through.





Q. No. 11. And if several of such sheets were bound together in the usual manner how would such a book compare with defendant's book of Mayer Patent which I now hand you?

A. It would make the same book.

Q. No. 12. Assuming that a bookkeeper had in use a book of the general construction of the patent to Horne No. 393,507 dated Nov. 27, 1888, in which opposite pages were numbered alike with an intervening unnumbered page, and assuming that while working on such unnumbered page, it was desired to keep in view the numbering of the adjacent page, which differed from the construction shown in the Horne patent in that the corners of the page concealed such numbers, would any difficulty be experienced in devising a means for exposing such numbers on the adjacent page, in your ~~own~~ opinion? A. None whatever.

Q. No. 13. What would be the most natural way of overcoming such inconvenience? A. Cutting enough of the intervening page off to expose the page number.

Q. No. 14. What knowledge have you if any of the practice or custom of cutting away a portion of one page to expose the page designation on an adjacent page? A. Well, a general knowledge extending all through the time I have been in business.

Q. No. 15. That is for how many years? A. For the past 20 years.

Q. No. 16. Have you any knowledge, if so to what extent, of the use of lines of indentations formed on the page of a book for the purpose of separating one portion of a page from another? A. I have practical knowledge for the past ten years.

Q. No. 17. Please examine Defts. Ex. 1 illustrative Horne Book with special reference to the crease on the outer portion of the alternate right hand leaves and state whether or not such crease forms a pre-determined line and weakens the paper to such an extent that one portion may be readily separated from the other? A. It does.

Q. No. 18. You have been familiar for a number of years have you not with index books similar to Defts. Ex. Index Book No. 1. which I hand you? A. Yes, sir.

Q. No. 19. For how long have you known such books to be in public use? A. For the last 25 years.

CROSS EXAMINATION by Mr. George O.G. Coale.

X-Q. No. 20. Please look at the drawing of the Mayer Patent and state whether you see an indication there as to where the double page should be folded? A. Yes, sir. I do. At the outer edge, right hand edge, of the column marked "two"

*David H. Henderson*





RE-DIRECT EXAMINATION by Mr. Hardie:

R.D.Q. No. 21. On page one of the Mayer Patent beginning at line 20 I find the statement "In the drawing which represents a double page of the ledger and balance book, (the middle of the double leaf being cut away to save space)" where is a double leaf ordinarily folded? A. In the centre of the whole sheet.

*James H. McNamee*



Lewis S. Stimis being produced by the defendant, duly sworn, testified as follows:

- Q. 1. Please state your <sup>name</sup> name, residence and occupation? A. Lewis A. Stimis, age 50, residence Syracuse, N. Y. occupation book binder.
- Q. 2. How long have you been engaged as a book binder? A. 35 years.
- Q. 3. What knowledge have you if any in regard to account books made with long and short leaves with the names arranged on a column to the left of the page and the accounts carried out in lines opposite each respective name, and in line with such names? Similar to defendants Exhibit Raymonds Trial Balance Sheet which I now hand you? A. The long and short leaf has been in use as long as I have been in business. The names or entries are entered on the left ~~hand~~ <sup>side</sup> side.
- Q. 4. How are the accounts carried out with reference to the names. A. Right across the page.
- Q. 5. How long have you had knowledge of public use of such books as the Raymond Trial Balance which you now have in your hand? A. I couldn't tell as it is an old book - a good many years. I couldn't say how many years.
- Q. 6. What knowledge if any have you as to the manner of paging such books as the Raymond Trial Balance composed of long and short leaves? A. As a rule they are paged double, ~~on~~ or on the right or left hand side.
- Q. No. 7. And for how long has that been the practice to your knowledge? A. I have done it for over twenty-five years.
- Q. No. 8. By paging double you mean that the opposite pages has the same page number? A. Yes, sir.
- Q. No. 9. When the paging is on the right or the left hand page what is done with the opposite page? A. Left blank.
- Q. No. 10. Please examine defendants Exhibit of Mayer Patent and compare it with the page shown in the drawing a patent to Mayer No. 307,211 dated Oct. 28, 1884 and state how they resemble or differ ~~from one another~~ <sup>from each other</sup> other? A. They differ as far as the headings are concerned, but ~~practically~~ <sup>practically</sup> they are one and the same thing.
- Q. No. 11. If several sheets or ~~pages~~ <sup>pages</sup> of the construction shown in Defts. Ex. Page of Mayer Patent were bound together state how such a book would compare with defendants Ex. Book of Mayer Patent which I now show you? A. Similar.
- Q. No. 12. Suppose a book -keeper had in use a book of the general construction shown in patent to Horne No. 393,507 dated Nov. 27, 1888, in which the opposite pages were numbered alike and in which there was an intervening page of the same size as the other so as to conceal the number on the adjacent page and suppose that such an arrangement was inconvenient and that it was desired to display such numbering while working



on the intervening page, would it in your opinion require any inventive effort to overcome such difficulty? A. I think not.

Q. No. 13. Please state what you would regard as the natural and ordinary way of overcoming such difficulty? A. Clip the corners.

Cross- Examination by Mr. George O.G. Coale.

X-Q.14. Have you ever had any practical experience as a book-keeper? A. Yes.

X-Q.15. When and for how long? A. Off and on for eight years.

X-Q.16. Will you please look at the drawing in the Mayer Patent and state what you understand to be the construction of the page there shown? A. The left hand page has a sub-heading one to two etc. but the but the right hand page has 31 to A. The A. column on the right hand side is supposed to fold over and show a debit and credit to the opposite page. With a perforation down through on the right hand page for the purpose of leaving it in the book or tearing it off.

*W. J. M. Co.*



Circuit Court of the United States.

District of Massachusetts.

- - - - - o

Safeguard Account Company :

vs. :

Edward R. Wellington & Company. :

- - - - - o

State of New York,

ss.:

City and County of Albany.

I, Charles H. Mills, Notary Public in and for the county of Albany and State of New York, hereby certify that the above witnesses Walter Thomson, James H. Hendrie and Lewis S. St-imis were by me first duly sworn to testify the truth, the whole truth and nothing but the truth; that their depositions were reduced to writing by Mr. Edward Kaestner in the presence of the said witnesses respectively and, when completed, read over to said witnesses respectively, and subscribed by them in my presence and in the presence of such of the parties and counsel as attended; that such depositions were taken pursuant to agreement between counsel for the respective parties at the office of Robert W. Hardie, at 64 Tweddle Building, Albany, New York, on the 21st. day of July, 1896 as set forth; that the parties were represented at the taking of said depositions by their respective counsel as set forth; that the several exhibits recited were offered in evidence and marked as





specially noted; in the foregoing depositions; that I am not counsel or relative of either party, or otherwise interested in the event of this suit.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal this 29<sup>th</sup> day of January, 1897.

Chas H. Miles  
Notary Public  
Coburn County  
New York.

Specialty notes; in the following paragraphs, and I am  
not concerned in relation of which, only, as a matter  
of course, in the case of this bill.

IN TESTIMONY WHEREOF, I have hereunto set my

hand and seal this 1st day of January, 1927.

*Handwritten signature*  
*Handwritten text*

2

CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

No. 677.

-----  
IN EQUITY  
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SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON & CO.  
-----

Proofs for final hearing taken on behalf of the defendant  
pursuant to agreement, before James A. Lowell, Esq., Notary  
Public - at 18 Pemberton Sq., Boston, Nov. 19, 1896.

PRESENT: Mr. George O. G. Coale, of Counsel for complainant.  
Mr. J. C. E. Scott and Robert W. Hardie, of Counsel  
for defendant.

Counsel for defendant offers in evidence copy of Letters  
Patent to Dennison, dated Nov. 20, 1877, No. 197,345,  
marked "Defendant's Exhibit Denison Patent".

HENRY D. FORBES being duly sworn on behalf of the defendant,  
testifies as follows:

Int. 1, Please state your name, age, residence and occupation?

Ans: Henry D. Forbes; 53 years old; Boston; Cashier of  
The National Bank of the Republic.

Int. 2, How long have you been familiar with the systems  
of book-keeping employed in the banks of the City of Boston?

Ans: 34 years.



Int. 3, Will you please state the different capacities in which you have been connected with the banks of this City during that time?

Ans: 17 years as book-keeper in the National Bank of the Republic; 15 years as Cashier. Previous to that nearly two years in the First National Bank of Cambridge, where the same system of book-keeping was used.

Int. 4, Have you any knowledge of a system of bank book-keeping commonly known and designated as the "Boston Bank Ledger"?

Ans: Yes.

Int. 5, Can you produce a book embodying such system?

Ans: I can.

(Book produced by witness)

Int. 6, Will you describe generally the construction and arrangement of the parts of this book?

Ans: With pleasure. This is a system with which I have been familiar for upward of thirty years. The system consists of having the names of customers printed on the extreme left-hand of every page and the accounts running horizontally across the page throughout the book, the names repeating themselves upon stated pages, varying in different books according to the number of accounts we have. In this particular book there are seven forms; in other words, the names are repeated after every 7th page and each double leaf gives room for a week's entries.

Int. 7, And will you please state how the accounts are transferred from one set of pages to the other?

Ans: They are transferred in this book - take for instance the accounts on page 7 - In striking the balance onto the next form



of page 7, one or the other of these pages are folded over in the manner like in this book. My habit was to fold over the page of the previous week onto the same page of the incoming week up to the column marked "Balance", covering up the names as they appeared on the fresh page. Then the balance is struck right across from the Saturday of the preceding week to the Monday of the next week.

Int. 8,        In folding over one leaf on the other, has it been your custom to bring the corresponding lines of the two pages so as to coincide with each other.

Ans:        Exactly, absolutely.

Int. 9,        In folding over these pages you have referred to, state whether or not it is as practical to fold them over so that the names of the incoming week shall not be covered up as in the manner I now show you.

Ans:        Surely that could be done; the only difficulty is, your figures are a little farther away from you. There is not the slightest objection in doing it in that way.

The book is offered in evidence and marked "Defendant's Exhibit Book of the National Bank of the Republic."

Int. 10,       State, if you will, how generally books similar in respect to this one are now used by the banks of this City, to your knowledge.

Ans:        To my knowledge, I do not know of a single bank that does not use it to-day, and it is used in one or more of the Trust companies and in banks near Boston.

Int. 11,       Please state, if you know, what degree of satisfaction this system of ledgers gives to the user?

Ans:        The best answer that I can give is that I have never





known a bank in this City which has changed from any other system to this, to go back to the old system. I think it is recognized as the simplest and best known system.

Int. 12, How long do I understand that you have been familiar with the use of such ledgers in banks of this City?

Ans: 34 years.

Cross-Examination by George O. G. Coale, of Counsel for complainant.

X. Int. 13, I notice that this book produced in evidence bears the printed date at the top of each page "1895". Is this the date when the book was probably made?

Ane: It was made and used that same year. They are made just previous to the opening of the ~~year~~ *new book*

X. Int. 14, Have you had any experience during the past 34 years in the book-keeping of any large wholesale or retail establishment?

Ans: Not any.

Direct examination resumed.

R. D. Int. 15, This book is numbered the same on opposite pages; has that manner of numbering opposite pages of a ledger been employed for a considerable length of time, to your knowledge?

Ane: Yee, for the reason that it takes two pages to complete a week's work and two pages constitute one form. The names in the middle of the page might be left out but they are put there for convenience, so that the eye won't have to travel so far to pick out the name.

R. D. Int. 16, By the statement that two pages constitute in effect but one form, do I understand you to mean that in effect,



the two pages are practically one and the same page?

Ans: Yes.

R.D. Int. 17, How long have you been familiar with this manner of numbering opposite pages of a ledger?

Ans: 34 years.

R.D.Int. 18, State whether or not the books which you say have been used during the past 34 years resemble this book in every respect, or in what degree?

Ans: Substantially the same, barely possible that we have added two columns in place of one for the checks, as the business increased; I think possibly we have; but as I remember, to the best of my recollection the book is substantially the same in every respect.

R.D.Int. 19, State whether or not all of the books with which you have been familiar of this general character, had the names arranged in a column at the left-hand of the page and had the accounts corresponding with such names arranged across the page in line with such names?

Ans: Yes.

R.D.Int. 20, And in all of such books were accounts transferred from one page to another by lapping over such pages in the manner you have already described?

Ans: Yes, I know of no other way of transferring them.

R.D.Int. 21, I notice that the pages of this book are numbered both at the top and at the bottom. How long have you had knowledge of such manner of numbering pages of these books?

Ans: Well, to the best of my belief, we always have done so but I could not swear absolutely to that. The reason for numbering in this manner is this: We know that, for instance take the



name of Nathan Matthews Jr. which is on page 8. If you want to refer to that particular name you know that it always on page 8 throughout the book, and that it is especially advantageous where you are making up an account which has not been made up for many months. The eye may strike the number of the page at the bottom or the top; wherever you strike it that name always appears on the same page; merely a convenience for reference.

R.D.Int. 22,        What is your best recollection as to numbering these pages at both top and bottom?

Ans:        To the best of my belief, we have always done it, but as I have said before, I should have to refer to back numbers to be absolutely sure.

Cross-examination resumed.

X. Int. 23,        This book appears to be made up of a set of what I will call sections, each section containing a number of what you call forms or full double pages, does it not, the forms in one section being numbered exactly like the forms in every other section.

Ans:        I am not familiar with the terms "forms" or "sections", but the forms repeat themselves. I think I can answer yes to that question.

*Test: James A. Lowell*  
*Spec. Ex'r*        *Alfred D. Fowler*



CHARLES O. BILLINGS, being sworn on behalf of the defendant, testifies as followe:-

Int. 1, Please state your name, age, residence and occupation?

Ans: Charles O. Billings; 55 years of age; Winchester, Mass., Investment Securities.

Int. 2, What experience have you had with the systems of book-keeping employed by the banke of this City and other cities.

Ans: I had a practical experience with the accounts in the Boston banke as an employee of the National Bank of Redemption and the Howard National Bank of Boston for a period of about 12 yeare. I had an experience as assistant Bank Examiner and Bank Examiner for ten years and I was President of the Globe National Bank for about 13 yeare. During my experience as bank examiner, I eaw the syetems of accounts in many of the large cities of the country, notably New York, Philadelphia, Baltimore and Chicago.

Int. 3, You of course then are familiar with what is commonly known as the Boston Bank Ledger, are you not?

Ans: I am.

Int. 4, How long have you been familiar with that system?

Ans: A matter of about 38 years, I should say.

Int. 5, Please examine "Defendant's Exhibit Book of the National Bank of the Republic" and state whether or not such book embodies the form and construction of such Boston Bank Ledger with which you say you have been familiar for the past 38 years.

Ans: This is the book that is in general use among all banks of the City of Boston, with some variation as to the ruling, which is a matter of convenience to the particular book-keeper of





the bank.

Int. 6,        Please state what knowledge you have as to when books of this construction first came to your notice?

Ans:        I was first brought in contact with them in about 1859 I should say.

Int. 7,        And you have knowledge of their continuous use up to the present time?

Ans:        I have sir.

Int. 8,        What has been your experience in regard to the degree of satisfaction which such books have given to the user?

Ans:        Most complete satisfaction to everybody who has ever used them. There has never been a return, to my knowledge, of anybody who had once adopted it.

Int. 9,        Have you heard the testimony recently given by Mr. Forbes and especially his description of the manner in which accounts are transferred from one page to another?

Ans:        I have.

Int. 10,       Have you had knowledge during the past 38 years of such manner of transferring accounts from one page to another?

Ans:        I have.

Int. 11,       Can you recollect when you first knew of pages similar to those of this book being numbered at the top and bottom alike?

Ans:        I do not know that I could determine at any time whenever that was numbered at the bottom there. As I remember it, I do not think I had my books numbered in that manner, the numbering being always at the top of a page in large figures, which caught the eye readily.



Int. 12,        Were the books of this character with which you have been familiar during the past 38 years numbered alike on opposite pages?

Ans:        The forms were always numbered the same on the opposite pages.

Cross-examination by George O. G. Coale.

X. Int. 13,        You have spoken of some difference in ruling between this book and books with which you are familiar. Will you please describe briefly in what that difference consisted?

Ans:        That was a matter of ruling of the day book portion, this book being a day book and a ledger combined, and in some of the earlier rulings there was just one column left for what we called the short entries, that is, if the party draws a dozen checks, we entered it short and at the close of business footed it up and extended it into the main column, and as business increased and people got to drawing more checks, it was found that one column was not sufficient and a second column was introduced between the balance column and the main debit column.

X. Int. 14,        Have you been familiar with systems of book-keeping in use in large wholesale and retail establishments?

Ans:        I have not.

Attest: *James A. Smith* *Charles O. Billings*  
*Spec. Ex.*

1897  
Supreme Court of the

U. S.

District of Mass.

In Equity

No 677

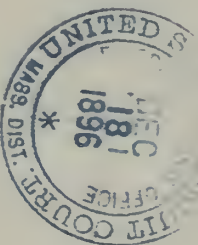
Safe Guard Accounts Co

v.

Wellingtone.

The position of  
Henry D. Forbes  
and

Edna D. Billings.  
3



Circuit Court of the United States  
District of Massachusetts  
Superior Court of the County of Suffolk

Edward F. Wellington 677  
vs  
Depones of Ralph Johnson

James H. Hendon  
Lewis S. Atkins

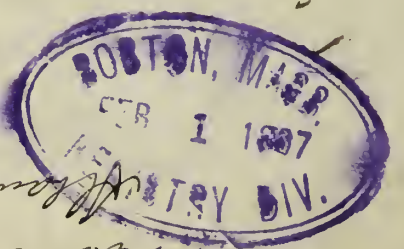
Witnesses on behalf of the  
plaintiff and in the above entitled  
cause. Taken before me and  
my seal and then submitted  
to the clerk of the above court.  
John H. Wells  
Notary Public

1  
3  
1

REGISTERED  
JAN 30 1897  
ALBANY N. Y.

Filed by the Clerk of the  
Court - Albany  
1418 New York

*From Geo. H. Mills  
Thurston Bldg  
Albany, N.Y.*





CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

-----  
IN EQUITY  
-----

No. 677,

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON & CO.

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I, JAMES A. LOWELL, Notary Public and stipulated Special Examiner herein, hereby certify that upon the 9th day of April, 1896 JOHN W. HORNE and CHARLES F. BROWN both witnesses on behalf of the complainant; and that on the 19th day of November, 1896, HENRY D. FORBES and CHARLES O. BILLINGS witnesses on behalf of the defendant, being of sound mind, appeared before me and having been sworn to testify the truth, the whole truth and nothing but the truth, their depositions reduced to writing were read over to them and signed by them in my presence.

I further certify that I am not of counsel for either of the parties in this cause nor interested in the same.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal this 18th day of December, 1896.

*James A. Lowell*

Notary Public & Special Examiner.





679

Bank of the U.S.

District of Mass

In Equity

NO 679

Safeguard Account Co  
v.

Wilmington

Certificate of  
Special Examiner

Boston, October 25, 1898.

Clerk of the Circuit Court  
Of the United States,  
Boston, Mass.

Sir:-

I hereby authorize Clarke, Raymond & Coale to withdraw from the Circuit Court of the United States, District of Massachusetts, the defendant's exhibits in Safeguard Account Company v. Wellington, and to receipt therefor in my name.

Respectfully yours,

*Edward F. Wellington*

Oct. 7. 1897.

677

Safeguard Acetate  
Company

Wellington

Order for Exhibits

UNITED STATES OF AMERICA.

Massachusetts District, ss.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,  
To Edward F. Wellington, of Boston, in the State  
of Massachusetts

Your Agents and Servants, GREETING.

WHEREAS the Safeguard Account Company, a corporation  
duly established under the laws of the State of Illinois

has exhibited the Bill of Complaint before the Justices of our Circuit Court of the  
United States for the First Circuit, begun and holden at Boston, within and for the District  
of Massachusetts, on the fifteenth day of October A.D. 1897, against you the said

Edward F. Wellington

praying to be relieved touching the matters therein complained of, and whereas, by an order  
of said Court made on the eighth day of February A.D. 1898, it  
was ordered that a Writ of Injunction issue under the Seal of the said Court, to restrain you  
and each and every of you, from doing all the matters and things from the doing of which  
you are prayed to be restrained in said Bill, according in full with the prayer of said Bill.

WE therefore, in consideration thereof, ENJOIN AND COMMAND you each, and every  
of you that from and immediately after the receipt and notice of this our Writ by you,  
or any of you, you shall not make, use or vend to others to  
be used any blank books containing or embodying  
the invention described and claimed in letter patent  
of the United States No. 393,506, dated Nov. 27, 1888,  
and issued to John W. Horne for improvement in  
blank books

WHEREOF you are not to fail on pain of ten thousand dollars, to be levied on your and  
each of your goods, chattels, lands and tenements, to our use.

Witness the HONORABLE MELVILLE W. FULLER, Chief Justice of the United  
States, at Boston, this ninth day of February  
in the year of our Lord one thousand eight hundred and ninety eight

Bryant Bradlee, Deputy Clerk.

I HEREBY CERTIFY that I have notified the within-named defendant

Boston Mass. n. sub. Feb. 14<sup>th</sup> 1898

Since given within injunction accepted.

Edward F. Wellington.

No. 677

Wage and account do

versus

Edward F. Wellington

WRIT OF INJUNCTION.



Blakey Raymond & Co

Attorneys



UNITED STATES OF AMERICA.

Massachusetts District, ss.

To Edward F. Wellington, of Boston  
in the State of Massachusetts, doing  
business under the name of Edward  
F. Wellington & Co.

GREETING:

FOR CERTAIN CAUSES, offered before the Circuit Court of the United States of America, for the first Circuit, within and for the Massachusetts District, as a Court of Chancery, WE COMMAND AND STRICTLY ENJOIN YOU, laying all other matters aside, and notwithstanding any excuse, that you personally be and appear before our said Circuit Court at the Rules, to be holden at the Office of the Clerk of our said Court, in Boston, in said District, on the first Monday, being the *seventh* day of *January* next, to answer to a Bill of Complaint exhibited against you in our said Court, wherein

*The Safeguard Account Company, a corporation duly established under the laws of the State of Illinois, a citizen of said State, and having a usual place of business at said Boston*

*is* Complainant and you are Defendant ;  
and to do further and receive that which our said Circuit Court shall consider in this behalf. And this you are in no wise to omit, under the pains and penalties of what may befall thereon.

Witness the Honorable MELVILLE W. FULLER, Chief Justice of the United States,  
at Boston, this *twenty ninth* day of *November* A. D. 189*5*  
in the one hundred and *twentieth* year of the Independence of the United States of America.

*Briggs Bradley, Deputy Clerk.*

MEMORANDUM. The defendant is to enter his appearance in the suit in the Clerk's Office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

United States of America, } Boston December 3, 1895  
MASSACHUSETTS DISTRICT, SS.

I hereby certify that I have served the within Subpoena by giving to the within named Edward F. Wellington a true and attested copy of said Subpoena in hand at Boston

F. H. Macdonald

Deputy { United States  
Marshal.

Fees  
Service 2.00  
Copy 1.00  
Tr .12 } # 3.12

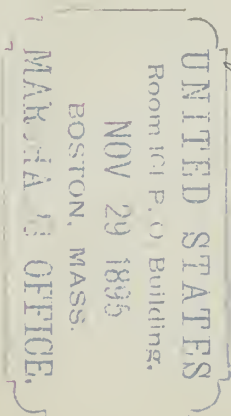
In Equity.

Safe and Account Co

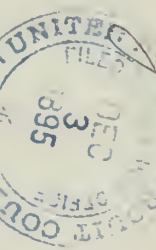
Edward F. Wellington

SUBPOENA,

RETURNABLE, Jan  
To wit, Jan 6 1896



Walter H. Fitzgerald  
Attorney.



CIRCUIT COURT OF THE UNITED STATES.

District of Massachusetts.

#####

Safe Guard Account Company,  
Complainant,,

vs.

Edward F. Wellington & Company,  
Respondent.

In Equity No. 677.

#####

To the Honorable the Judges of the Circuit Court of the  
United States for the District of Massachusetts;

The answer of Edward F. Wellington & Company, respondent,  
to the Bill of Complaint of the Safe Guard Account Company,  
Complainant;

This respondent for answer to the said Bill of Complaint,  
and not waiving any objection thereto says;

I. He has no knowledge that the complainant, the  
Safe Guard Account Company is "a corporation duly established  
under the laws of the State of Illinois, a citizen of said  
State and having a usual place of business in Boston" etc.  
as alleged, and leaves the complainant to prove the same if  
deemed material; but respondent admits that he is a citizen  
of the State of Massachusetts, doing business under the name  
of Edward F. Wellington & Company.

2. He admits that Letters Patent of the United States  
No. 393,506, dated November 27th, 1888, were granted and  
issued to John W. Horne for alleged improvements in blank  
books, and that Letters Patent of the United States No.  
393,507, dated November 27th, 1888, were granted and issued  
to said John W. Horne for certain alleged improvements in  
account books, but he does not know and is not advised save





by the said Bill of Complaint, whether either of said Letters Patent were applied for and granted and issued to the said Horne in due form of law as alleged in said Bill of Complaint and leaves the complainant to make such proof thereof as it may be advised is material. He denies, however, as alleged in said Complaint that "before the 27th day of June, 1887, John W. Horne was the original and first inventor of an improvement in blank books which had not been patented or described in any printed publication in the United States or any foreign country, and had not been in public use or on sale in the United States for more than two years before the date of his application for Letters Patent hereinafter referred to", and he denies as alleged in said Bill of Complaint "that heretofore and before the 3rd day of January, 1888, John W. Horne was the original, and first inventor of an improvement in account books which had not been patented or described in any printed publication in the United States or any foreign country, and had not been in public use or on sale in the United States for more than two years before the date of his application for Letters Patent hereinafter referred to" and leaves the complainant to prove the same.

3. He has no knowledge save that obtained from said Bill of Complaint as to the alleged assignments therein mentioned, and therefore denies the same, and insists that proper proof thereof be made.

4. He neither admits nor denies but leaves the complainant to prove that "it is engaged in the manufacture and sale of account books made according to the said Letters Patent; that the right so to manufacture and sell is of great



value to it, and that the public, with the exception of the respondent, has acquiesced in its said rights under the said Letters Patent", and "that the inventions covered by the said Letters Patent are capable of conjoint use", if it be deemed material.

5. He has no knowledge and therefore insists that the complainant prove "that it has given notice to the public that account books manufactured and sold by it are made under the said Letters Patent, by stamping on each book the word "patented" together with the day and year on which the said Letters Patent were granted", and that "it has given the respondent due notice of the infringement herein complained of, if it be deemed material.

6. He denies as alleged in the said Bill of Complaint that he "has since the said 27th day of November, 1888, and within this district made, used and sold without the license of your orator, and without right, sundry books each embodying the inventions covered by both of said Letters Patent, whereby he has infringed the said Letters Patent" and "that the said respondent has made great profits by infringing the said Letters Patent as aforesaid". And further answering respondent denies that he has in any way or manner whatsoever infringed or violated any of the claims of the said Letters Patent, or that he intends or threatens so to do, or that he has infringed or violated any rights to which the complainant is rightly and equitably entitled under or by reason of the said Letters Patent and its alleged ownership thereof.

7. He is informed and believes that both said Letters Patent and each and every of the claims thereof are void, for



that the alleged inventions and discoveries of the said Horne described and claimed in both said Letters Patent and every substantial and material part thereof, claimed therein as new, were prior to the date of the said Horne's supposed invention or discovery as patented to him in and by both said Letters Patent fully and clearly shown, described, or claimed in the following letters patent, to wit:

No. 135,760, dated February 11th, 1873 to John C. Bonnell

Re-issue No. 9,249, dated June 15, 1880 to John C. Bonnell

No. 307,211, dated October 28, 1884 to Esrom Mayer.

No. 385,648 dated July 3, 1888 to Walter Thomson.

Re-issue No. 10,977 dated December 25, 1888, to Walter  
Thomson;

and in other Letters Patent American and foreign and shown and described in various printed publications, particulars of which this respondent is not at this time able to give, but which he prays leave to add by way of amendment as soon as he is able so to do.

8. He avers on information and belief that the said Horne was not the original and first inventor of the said alleged improvements described and claimed in either said Letters Patent No. 393,506 or No. 393,507, nor of any substantial or material part thereof, but that the said alleged improvements and every substantial and material part thereof claimed therein as new were, prior to the date of the said alleged pretended inventions by the said Horne, known to and used by John C. Bonnell of Burlington, Iowa at said Burlington, Iowa and elsewhere in the United States, and by Esrom Mayer of Freeport, Illinois, at said Freeport, Iowa and elsewhere in the United States, and by Walter Thomson of Fargo,





Dakota, now of Albany, N. Y., at said Fargo and elsewhere in the United States, as well as other parties whose names are now unknown to this respondent and which when discovered, he prays leave to insert by way of amendment hereto.

9. He is advised and believes and therefore avers that both said Letters Patent No. 393,506 and No. 393,507 and each and every of the claims thereof are void as lacking in patentable novelty.

10. He is advised and believes and therefore avers that the several alleged combinations which are the subject respectively of the said Letters Patent No. 393,506 and No. 393,507 are not legal<sup>ly</sup> patentable combinations, but mere aggregations of parts and as such not patentable, wherefore both said Letters Patent and each and all of the claims thereof are void.

11. He is advised and believes and therefore avers, that both the said Letters Patent and each of the claims thereof, are void, in that the said pretended inventions or improvements described and claimed in both said patents did not, in view of the prior state of the art at the date of the said pretended inventions constitute patentable inventions, for which Letters Patent of the United States could lawfully issue.

12. He denies every other allegation in said Bill contained and not heretofore denied, and further answering says, that he has not done, nor is he attempting to do anything contrary to equity or good conscience, or tending to the injury of the complainant herein, and denies that complainant has any right to the disclosure or accounting, or





to the injunction prayed for in said Bill of Complaint.

13. This respondent is now, and at all times hereafter will be ready and willing to aver, maintain and prove as this Honorable Court shall direct, all matters and things set forth in this answer, and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

Dated. January 30th, 1896.

*Edward F. Keltington*  
*Edward F. Keltington*  
*Respondent in person*

*J. F. E. Scott*  
*John H. W. Hardie.*

Of counsel for respondent.

Civil Court with United  
States 1897  
District of New York

Sale Grant Record  
Circuit Court

Templeman

12.

Edward J. Wellington, Plaintiff  
Respondent

Received



CIRCUIT COURT OF THE UNITED STATES

DISTRICT OF MASSACHUSETTS

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IN EQUITY  
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No. 677

SAFEGUARD ACCOUNT COMPANY

v.

EDWARD F. WELLINGTON & COMPANY.

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R E P L I C A T I O N

This repliant saving and reserving to itself all and all manner of advantage of exception which may be had or taken to the manifold errors, uncertainties and insufficiencies of the answer of the respondent, for replication thereunto saith: That it doth and will aver, maintain and prove its said bill to be true, certain and sufficient in the law to be answered unto by the said respondent, and that the answer of the said respondent is uncertain, evasive and insufficient in the law to be replied to by this repliant. Without this that any other matter or thing in the said answer contained material or effectual in the law to be replied thereunto, confessed and avoided, traversed or denied is true; all which matters and things this repliant is ready to aver, maintain and prove as this Honorable Court shall direct and humbly prays as in and by its said bill it has already prayed.

By its Solicitors,

*Charles Raymond Howe*

677

Safeguard Account Co

2.

Wellington

Replication





CIRCUIT COURT OF THE UNITED STATES.

DISTRICT OF MASSACHUSETTS.

IN EQUITY.

SAFEGUARD ACCOUNT CO.

vs.

EDWARD F. WELLINGTON & CO.

B I L L of C O M P L A I N T.

To the Judges of the Circuit Court of the United States  
for the First Circuit, within and for the District of Massachusetts

The Safeguard Account Company, a corporation duly  
established under the laws of the State of Illinois, a citizen of  
said state, and having a usual place of business in Boston, in said  
district, brings this its bill of complaint against Edward F.  
Wellington, of Boston, in the state of Massachusetts, a citizen of  
said state, doing business under the name of Edward F. Wellington  
& Co., and thereupon your orator complains and says:

FIRST: Heretofore and before the 27th day of June, 1887,  
John W. Horne was the original and first inventor of an improve-  
ment in BLANK BOOKS, which had not been patented or described in  
any printed publication in the United States or any foreign coun-  
try, and had not been in public use or sale in the United States  
for more than two years before the date of his application for  
Letters Patent hereinafter referred to; and thereupon made  
application in due form of law for Letters Patent of the United  
States, whereupon such proceedings were had that on the 27th day  
of November, 1888, Letters Patent of the United States #393,506  
duly signed and sealed were issued to said John W. Horne; whereby  
was granted to the said John W. Horne, his heirs and assigns the





exclusive right to make, use and vend the said invention for the term of 17 years from the date of the said Letters Patent, as will more fully appear from said Letters Patent or a certified copy thereof of which your orator hereby makes profert.

SECOND: And your orator further says that theretofore ~~and~~ before the third day of January, 1888, John W. Horne was the original and first inventor of an improvement in ACCOUNT BOOKS which had not been patented or described in any printed publication in the United States or any foreign country, and had not been in public use or on sale in the United States for more than two years before the date of his application for Letters Patent hereinafter referred to; and thereupon made application in due form of law for Letters Patent of the United States, whereupon such proceedings were had that on the 27th day of November, 1888, Letters Patent of the United States numbered 393,507 duly signed and sealed were issued to the said John W. Horne; whereby was granted to the said John W. Horne, his heirs and assigns, the exclusive right to make, use and vend the ~~said~~ invention for the term of 17 years from the date of said Letters Patent, as will more fully appear from said Letters Patent or a certified copy thereof, of which your orator hereby makes profert.

THIRD: And that thereafter, to wit: on the 2d day of February, 1891, by an instrument in writing duly recorded in the Patent Office the said John W. Horne assigned to your orator all his right, title and interest in and to the said Letters Patent, and your orator hereby makes profert of the said assignments or a certified copy thereof.

FOURTH: And your orator further says that it is engaged in the manufacture and sale of account books made according to the said Letters Patent; ~~xxx~~ that the right so to manufacture and



sell is of great value to it, and that the public with the exception of the respondent has acquiesced in its said rights under the said Letters Patent. And your orator further says that the inventions covered by the said Letters Patent are capable of conjoint use.

FIFTH: And your orator further says that it has given notice to the public that account books manufactured and sold by it are made under the said Letters Patent by stamping on each book the word "Patented " together with the day and year on which the said patents were granted; and your orator further avers that it has given the respondent due notice of the infringement herein complained of.

SIXTH: But now so it is may it please your Honors that the said Edward F. Wellington wholly disregarding your orator's rights in the premises, *since the said 27<sup>th</sup> day of November 1888 and* has made used and sold without the license of your orator and without right sundry books each embodying the inventions covered by both said Letters Patent, whereby he has infringed the said Letters Patent and caused your orator to believe that he will continue to violate your orator's rights in the premises; and your orator further avers on information and belief that the said respondent has made great profits by infringing the said Letters Patent as aforesaid, but to what amount, your orator is ignorant and cannot set forth, and your orator prays that the said respondent may be required to make a disclosure of all such gains and profits. And your orator further says that it has been greatly damaged by the said unlawful acts of the respondent.

Wherefore your orator prays that the said Edward F. Wellington may answer the premises, but not upon oath, the same



being hereby waived, and show if he can why the complainant shall not have the relief hereinafter prayed; and your orator further prays that an injunction may be granted against the respondent both during the pendency of this suit and during the life of the said Letters Patent to prevent his further infringement of your orator's rights in the premises; and that the respondent may be decreed to account to and with your orator for the profits, benefits and advantages that he has derived from the aforesaid wrongful infringement of your orator's rights in the premises, and to pay over the amount thereof to your orators, and also all damages that he may have occasioned to your orators from said wrongful use and infringement, and for such further and other relief as to your Honors may seem required by the principles of equity.

May it please your Honors the premises considered to grant unto your orators:

1. A writ of injunction pendente lite conformable to the prayer of this bill.

2. A writ of injunction during the term and existence of said Letters Patent conformable to the prayer of this bill.

3. A writ of subpoena directed to the said respondent Edward F. Wellington, commanding him to appear and make answer to this bill of complaint and to conform and abide by the order and decree therein.

And your orator shall ever pray, etc.

*Safeguard Account Co.*  
*By John W. Horny Treas.*  
*Clark, Raymond & Co.*  
*of Counsel*



State and District of Massachusetts,


County of Suffolk, ss.

Boston,

1895.

Then personally appeared John W. Horne Treasurer of the  
Safeguard Account Co. and being duly sworn did make oath and say  
that he was the Treasurer of the complainant mentioned in the  
bill of complaint subscribed by him as Treasurer, and that the  
same is true, excepting the matters therein stated on information  
and belief, and as to those, he believed that it was true.

Before me,



*James A. Lowell*

Notary Public.



Oct. 1894-677  
Recd. from the U.S.

Protective of W. Oakes.

In Equity:

*Recorded*

Safeguard Accounts.

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Edw. D. Wallington & Co.

Bill of Complaint

Wm. A. Reed  
and Julia

NOV 23 1895

with  
to suit;